CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MARCH 4, 2025

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

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

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

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

ACCOMMODATIONS

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

ORDER OF BUSINESS

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENT

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

CLOSED SESSION

GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION:
Robert Sanchez v. City of Ontario and Jaime Molina, Superior Court of California, County of San Bernardino, Case No. CIVSB 2314386

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

ATTACHMENT: 20250304 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Bowman

INVOCATION

Pastor Kennedy, Mt. Zion Baptist Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

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

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of February 4, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20250204 Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills January 31, 2025 through February 13, 2025, and Payroll January 12, 2025 through January 25, 2025.

3. A MAINTENANCE SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC. FOR THE MILL CREEK WETLANDS DIVERSION LINE

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement with NRC Environmental Services, Inc., of Long Beach, California, to provide diversion line maintenance services for the Mill Creek Wetlands facility in an amount not-to-exceed $353,991 for the initial three-year term; and
B. Authorize the City Manager, or his designee, to extend the Agreement for up to two (2) additional one-year periods with any required future amendments consistent with City Council approved budgets up to a total five-year not-to-exceed amount of $507,991.

ATTACHMENT: 20250304 MCW Diversion Line Maintenance Agreement

4. THE DOWNTOWN ONTARIO IMPROVEMENT ASSOCIATION ANNUAL REPORT FOR FISCAL YEAR 2024-25

That the City Council adopt a Resolution determining that the Downtown Ontario Improvement Association (DOIA) Annual Report for Fiscal Year 2024-25 is consistent with the services provided.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ANNUAL REPORT SUBMITTED BY THE DOWNTOWN ONTARIO IMPROVEMENT ASSOCIATION FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT FOR FY 2024-25.

ATTACHMENT: Annual Report FY 24-25 02^RESO^RM
ATTACHMENT: DOIA ANNUAL REPORT 2024-2025^02 EXH A

5. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SOUTHLAND ROOFING, INC. FOR ROOF REPAIRS AT THE PROPERTY LOCATED AT 411 NORTH PARKSIDE AVENUE

That the City Council authorize the City Manager, or his designee, to authorize Change Order No. 2 to the Construction Contract with Southland Roofing, Inc, of Los Angeles, California, in the amount of $32,740 for a total not-to-exceed contract amount of $166,070 for the roof repair at the Ontario Housing Authority-owned property located at 411 North Parkside Avenue.

ATTACHMENT: 20250304 Southland Roofing, Inc. Change Order #2 Request Form^01
ATTACHMENT: 20250304 Southland Roofing, Inc. Change Order #2^02.pdf

6. **AN AMENDMENT TO THE SOFTWARE AGREEMENT WITH GREAT LAKES DATA SYSTEMS, INC. TO SUPPORT ONTARIONET BILLING**

That the City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement, with Great Lakes Data Systems (GLDS), Inc., of Wisconsin, for utility billing system software licensing, maintenance, support services in the amount of $70,720, plus a 15% contingency of $10,608, for a total not-to-exceed contract amount of $230,266, which includes the initial purchase and implementation.

ATTACHMENT: Final_Amendment_1.pdf

7. **AUTHORIZE THE PURCHASE OF BOLLARDS AND BOLLARD BASES WITH J.R. HOE, INC. FOR THE DOWNTOWN BOLLARD INSTALLATION PROJECT**

That the City Council authorize the City Manager or his designee, to authorize the purchase of bollards and bollard bases in the amount of $246,141 from J.R. Hoe, Inc., of Middlesboro, Kentucky, for the Downtown Bollard Installation Project.

ATTACHMENT: Agreement - BOLLARDS.pdf

8. **AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST & ASSOCIATES INC. FOR ASSET MANAGEMENT PROGRAM REVIEW AND DEVELOPMENT SERVICES**

That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 2 to the Professional Services Agreement with West Yost & Associates Inc., of Davis, California, for Asset Management Program Review and Development Services in the amount of $1,449,126 for a new total not-to-exceed amount of $1,597,213, and a term from July 1, 2023 to June 30, 2028.

ATTACHMENT: 20250304 PSA with West Yost^03 AGMT.pdf

9. **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NOSSAMAN LLP FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER AND WASTEWATER MATTERS**

That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with Nossaman LLP of Los Angeles, California, for legal and technical services relating to water supply, water rights, and wastewater matters in the amount of $1,200,000 for a total not-to-exceed contract amount of $3,600,000 within the existing term of July 1, 2024, through June 30, 2026.

ATTACHMENT: 20250304 PSA with Nossaman Amendment No. 1^01 AGTM.pdf

10. **A CONSTRUCTION CONTRACT WITH RAMONA INC., A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP INC., AND AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH AKM CONSULTING ENGINEERS INC., AND KLEINFELDER INC., FOR THE LAUREL AVENUE SEWER MAIN IMPROVEMENTS, NOCTA STREET SEWER MAIN**

IMPROVEMENTS, AND NOCTA STREET PRIVATE SEWER LATERAL IMPROVEMENTS

That the City Council take the following actions:

A. Approve the plans and specifications and award Contract No. UT 1067 Laurel Avenue Sewer Main Improvements, UT 1070 Nocta Street Sewer Main Improvements, and UT 1077 Nocta Street Private Sewer Lateral Improvements to Ramona Inc., of Baldwin Park, California, in the amount of $4,340,420 plus a 15% contingency of $651,063, for a total not-to-exceed amount of $4,991,483, a term of 330 calendar days after issuance of notice to proceed, and authorize the City Manager, or designee to execute said contract and file a notice of completion at the conclusion of all construction activities related to the project.
B. Approve and authorize the City Manager, or designee to execute a Professional Services Agreement with Ardurra Group Inc., of Newport Beach, California, for a total not-to-exceed amount of $111,272 for construction engineering services and a term from March 4, 2025 to March 4, 2027.
C. Approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with AKM Consulting Engineers Inc., of Irvine, California, for a total not-to-exceed amount of $1,136,778 for construction management and inspection services and a term from June 4, 2024 to June 4, 2027.
D. Approve and authorize the City Manager, or designee to execute Amendment No. 8 to the Professional Services Agreement with Kleinfelder Inc., of Ontario, California, for a total not-to-exceed amount of $1,691,206 for geotechnical and material testing services and a term from February 7, 2023 to February 7, 2027.

ATTACHMENT: Exhibit A.pdf
ATTACHMENT: Exhibit B.pdf
ATTACHMENT: 20250304 CC with Ramona Inc^01 AGMT.pdf
ATTACHMENT: 20250304 PSA with AKM Amendment No. 1^03 AGMT.pdf
ATTACHMENT: 20250304 PSA with Ardurra^01
ATTACHMENT: 20250304_PSA_with_KleinfelderAmendment_No. 8^05 AGMT.pdf

11. APPROVAL OF ALLOCATION AND SPENDING PLAN FOR THE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024

That the City Council approve and authorize the City Manager to execute all documents to participate in the Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and approve the proposed $43,060 grant spending plan.

ATTACHMENT: New Award Form_0001.pdf
ATTACHMENT: FY2024 Award Package.pdf

PUBLIC HEARINGS

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the

City Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

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12. A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTERS 8B AND 8C OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO WATER SERVICES AND RECYCLED WATER, AND ESTABLISHING CHAPTERS 8D AND 8E TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO POTABLE WATER FACILITIES AND CROSS-CONNECTION CONTROL

That City Council introduce and waive further reading of an Ordinance (1) amending Chapter 8B of Title 6 of the Ontario Municipal Code related to water services; (2) amending Chapter 8C of Title 6 of the Ontario Municipal Code related to the protection and regulation of the City's recycled water system; (3) adding Chapter 8D to Title 6 of the Ontario Municipal Code pertaining to the design, construction, monitoring, inspection, operation, and management of potable water facilities; and (4) adding Chapter 8E to Title 6 of the Ontario Municipal Code pertaining to protection of the City's drinking water system from backflow and cross-connections.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING, REORGANIZING, AND RECODIFYING CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO WATER SERVICES, AMENDING AND RECODIFYING CHAPTER 8C OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO RECYCLED WATER USE, ENACTING CHAPTER 8D OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO POTABLE WATER FACILITIES, AND ENACTING CHAPTER 8E OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO CROSS-CONNECTION CONTROL AND FINDING THE ACTION EXEMPT FROM CEQA.

ATTACHMENT: 20250304 Ordinance FINAL 01^ORD^RM
ATTACHMENT: 20250304 Exhibit A Chapter 8B FINAL.pdf
ATTACHMENT: 20250304 Exhibit B Chapter 8C FINAL.pdf
ATTACHMENT: 20250304 Exhibit C Chapter 8D FINAL.pdf
ATTACHMENT: 20250304 Exhibit D Chapter 8E FINAL.pdf

13. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 434 NORTH EUCLID AVENUE

That the City Council conduct a public hearing and adopt A Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property located at 434 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-363-01 (the Property), is necessary for the Downtown Public Parking Project (the Project).

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 434 NORTH EUCLID AVENUE IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL

NUMBER 1048-363-01, FOR THE ONTARIO DOWNTOWN PUBLIC PARKING PROJECT, ONTARIO, CALIFORNIA.

ATTACHMENT: 434 North Euclid Staff Report Exhibit 1^01.pdf
ATTACHMENT: 434 North Euclid Resolution of Necessity 02^RESO^RM
ATTACHMENT: 434 North Euclid Reso Exhibit A^03.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Board and Commission Appointments
Council Appointments

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
March 4, 2025

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

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

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

- GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Robert Sanchez v. City of Ontario and Jaime Molina, Superior Court of California, County of San Bernardino, Case No. CIVSB 2314386

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.9(e)(5) CONFERENCE WITH LEGAL COUNSEL
  Significant Exposure to Litigation; a copy of the documented threat is available in the office of the City Clerk.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
FEBRUARY 4, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, February 4, 2025 at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:03 p.m.

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest announced.

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Duran announced the matters for discussion as listed on the agenda and recessed to Closed Session at 6:04 p.m. for discussion of the following:

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

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
City of Ontario, et al. v. Inland Empire Utilities Agency, Los Angeles Superior Court Case No. 24STCP02321

OPEN MEETING CALLED TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Porada.

INVOCATION

Invocation was led by Pastor Adam Olayiwola, Joyful Nations Ministries.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

SPECIAL CEREMONIES

The City Council recognized the outgoing Executive Director of Community Development, Scott Murphy.

PUBLIC COMMENT

Assistant City Clerk Isbell announced that there was one written comment:
Tyler Valdes, regarding solar on multifamily housing.

Mayor Leon called upon the first speaker:
Tommy Mushegain, spoke about campaign statements and local development.
Roxanna Gracia, representative from Assemblymember Michelle Rodriguez's office, introduced herself and announced upcoming events.
Nadya Bahena, representative from Assemblymember Robert Garica's office, introduced herself and announced upcoming events.
Karen Haughey, representative from San Bernardino County Board Supervisor Curt Hagman's office, announced upcoming events.

AGENDA REVIEW/ANNOUNCEMENTS

The were no announcements made.

CONSENT CALENDAR

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

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of January 7, 2025, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills January 7, 2024 through January 16, 2025, in the amount of $50,485,346.44, and Payroll December 15, 2024 through December 28, 2024 in the amount of $5,980,892.26.

3. A CONSTRUCTION CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE 2025 SPRING ALLEY CDBG PAVEMENT REHABILITATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager or his designee to execute a Construction Contract with Onyx Paving Company, Inc., of Anaheim, California, for the 2025 Spring Alley CDBG Pavement Rehabilitation Project in the amount of $777,000 plus a 10% contingency of $77,700 for a total not-to-exceed contract amount of $854,700; and
B. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

4. AN ORDINANCE AMENDING CERTAIN SECTIONS UNDER ARTICLE 16 TO CHAPTER 6 OF TITLE 4 OF THE MUNICIPAL CODE RELATED TO PARKING PENALTIES AND CITATIONS

The City Council adopted an Ordinance amending Sections 4-6.1602 (Penalties: Citations), 4-6.1603 (Penalties: Citations: Method of Payment), and 4-6.1604 (Penalties: Citations: State-mandated added penalties) under Article 16 (Violations and Penalties) to Chapter 6 (Tra□c) to Title 4 (Public Safety) of the Municipal Code ("Code"). The introduction and first reading took place at a regular meeting of the City Council on January 21, 2025.

ORDINANCE NO. 3295 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CERTAIN SECTIONS UNDER ARTICLE 16 TO CHAPTER 6 OF TITLE 4 OF THE MUNICIPAL CODE RELATED TO PARKING PENALTIES AND CITATIONS.

5. APPROVAL OF THIRD AMENDMENT TO THE 2007 JACK GALVIN MOBILE HOME PARK ACCORD

The City Council approved a five-year extension and the third amendment to the 2007 Jack Galvin Mobile Home Park Accord between the City of Ontario and owners of the mobile home parks within the City of Ontario and establishing maximum rent adjustments.

PUBLIC HEARING

6. A PUBLIC HEARING TO CONSIDER AN URGENCY ORDINANCE APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO PDCA24-004, REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

The City Council continued the public hearing to the next regular meeting on February 18, 2025.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to continue the item to February 18, 2025.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

Council Member Macias made no comments.

Council Member Bowman made no comments.

Mayor pro Tem Wapner made no comments.

Council Member Porada spoke on the importance of local control.

Mayo Leon made no comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:05 p.m., and announced the next regular meeting was scheduled for February 18, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tricia Maruki Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea M Lopez, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A MAINTENANCE SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC. FOR THE MILL CREEK WETLANDS DIVERSION LINE**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement with NRC Environmental Services, Inc., of Long Beach, California, to provide diversion line maintenance services for the Mill Creek Wetlands facility in an amount not-to-exceed $353,991 for the initial three-year term; and
B. Authorize the City Manager, or his designee, to extend the Agreement for up to two (2) additional one-year periods with any required future amendments consistent with City Council approved budgets up to a total five-year not-to-exceed amount of $507,991.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Special Assessment Administration Fund for the maintenance and repair of the Mill Creek Wetlands Facility. The total contract cost for Fiscal Year 2024-25 is $181,810 plus a 10% contingency of $18,181 for a total amount of $199,991. The annual contract amount for each subsequent year is $70,000 plus a 10% contingency of $7,000 for a total amount of $77,000. The contract amount for the initial three-year term shall not exceed $353,991. At the discretion of the City, the contract may be extended for up to two additional one-year periods for a projected additional contract amount of $154,000 with any increase to billing rates to be negotiated for each year, consistent with the City Council approved budget. The total not-to-exceed contract amount is $507,991 over five years. Appropriations for future fiscal years will be included in Special Assessment Administration funds for Maintenance Services for the Mill Creek Wetlands in the respective fiscal years' budgets for City

Council consideration and approval.

BACKGROUND & ANALYSIS: The Mill Creek Wetlands is a 40-acre natural water treatment facility that also provides recreation and a native habitat. The Diversion Line directs a portion of the flows from the Cucamonga Creek Channel into a forebay which leads to the wetlands. The Diversion Line is currently obstructed, and flows are unable to travel through the line to the wetlands. An initial cleanup is necessary, followed by regular inspections and additional cleanup as necessary.

On December 17, 2024, the City solicited proposals for Invitation No. 1860 Mill Creek Wetlands Diversion Line Maintenance Services. The City received two proposals from the following companies and has evaluated them based on their qualifications, resources, past experiences with similar projects, staff qualifications and references.

COMPANY	**LOCATION**
Mike Prlich and Sons, Inc.	Baldwin Park, CA
NRC Environmental Services, Inc.	Long Beach, CA

Based on the quality of their proposal, their detailed method to accomplish the work, and their overall qualifications and experience with similar projects, Staff recommends awarding the Maintenance Services Agreement to NRC Environmental Services, Inc.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of ___ day of _____, 20__, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and NRC Environmental Services Inc. a Washington Corporation with its principal place of business at 3777 Long Beach Blvd., Ste. 100 Long Beach, CA 90807 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Diversion Line Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Mill Creek Wetlands Diversion Line Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance

with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 4th, 2025 to March 4th, 2028 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed three hundred twenty-one thousand, eight hundred and ten dollars ($321,810) without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 City's Representative. The City hereby designates Henry Pham, Associate Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this

Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

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

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

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

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Contractor:
NRC Environmental Services Inc.
3777 Long Beach Blvd., Ste. 100
Long Beach, CA 90807
Attn: Sergio Ortiz, Territory Sales Executive

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Henry Pham, Engineering Department

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

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

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

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND NRC ENVIRONMENTAL SERVICES INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

NRC Environmental Services Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

A. General

It is understood that all references to Contractor refer to that Offeror that is ultimately awarded a Contract for this solicitation.

The services to be performed, in general, consists of general preventative maintenance, extraordinary maintenance, and additional maintenance of the Mill Creek Wetlands Diversion Line that are the responsibility of the City of Ontario in accordance with this Scope of Services. The Contractor is to furnish all tools, equipment, apparatuses, facilities, labor services and materials, and perform all work necessary to maintain in a good and workmanlike manner.

The Contractor's performance under this Agreement shall be at the highest level of promulgated in the industry.

For purposes of this contract, a month is defined as a calendar month. A year is defined as a year from the date of the Notice to Proceed. Also, Scope of Services and Scope of Work are used synonymously in this document.

No work shall occur during the nesting bird season without Project Biologist approval.

B. Personnel

The Contractor is hereby informed that the work required in this maintenance agreement includes entry into confined spaces as defined by Article 108, Section 5157(b)(1)(2)(3), of the General Industry Safety Orders. "Permit Space" entry is allowed only through compliance with all Federal, State, Local, and Cal/OSHA safety regulations. The Contractor shall be responsible for ensuring that any employee entering a confined space shall undergo substantial training and/or have experience that demonstrates knowledge and a level of understanding of the potential hazards associated with entry into a confined space. The Contractor shall also designate in writing to the Project Engineer, name of the person responsible for the supervision and direction of the implementation of measures taken for compliance with the confined space entry requirements.

The Contractor shall conform to all regulations and requirements listed in the Construction Safety Orders issued by the State of California, Department of Industrial Relations, Division of Safety (Cal/OSHA). The Contractor shall familiarize him or herself, and all affected personnel, with all sections of Article 4, Dust, Fumes, Mists, Vapors, and Gases of said Construction Safety Orders before directing his personnel to enter into any confined space for any reason.

C. Equipment

The Contractor shall provide all required tools, equipment, apparatus, facilities, skilled labor services, and materials, etc., to perform all necessary work. Vehicular access to the entrance of the diversion line is available and will be provided.

D. Notification

The Contractor shall call and confirm via e-mail the morning of each day if there is any planned extraordinary maintenance that is directed to take place that day. The Contractor shall notify the Engineer, or his authorized representative, of the proposed maintenance, specifying the type of maintenance, location, and the approximate time of day. If work is commenced without obtaining approval from the City, payment will not be made until City staff can inspect the work.

E. Work Plan

The Contractor shall provide a thorough work plan to the City including, but not limited to the following items:

a. What types of equipment and vehicles will be required.
b. Amount and type of personnel that will be required.
c. How the sediment, trash, and foreign objects will be removed and hauled off from the site.
d. Schedule of work.

F. Initial Cleanup

The Contractor shall thoroughly inspect the diversion line and provide a written summary of the current condition of the line. This shall include the current levels of sediment, amount of trash, and any significant foreign objects within the line. The summary will be provided to the City before the initial cleanup commences.

Once the City notifies the Contractor to begin the cleanup, the Contractor shall follow the work plan to clean the diversion line.

After the work is completed, the Contractor shall provide video of the diversion line to the City for verification.

G. Routine Cleanup

After the initial cleanup, the Contractor shall conduct quarterly inspections of the diversion line. The inspection will include a video of the current condition and an assessment of the line. The assessment shall include the current levels of sediment, debris, and any significant foreign objects within the line. The summary will be provided to the City, and then it will be determined if cleanup is necessary.

If cleanup is deemed necessary, the Contractor will conduct the cleanup of the diversion line.

After the work is completed, the Contractor shall provide video of the diversion line to the City for verification.

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

We have carefully read the RFP and Addendum 1. We fully understand the scope of work and are confident in our ability to deliver a safe and successful project at a competitive price.

Objective

Clean the subject diversion line safely and to a high standard of thoroughness so that water flows freely, in accordance with all contract terms and the City's expectations.

Schedule

- We expect to complete the diversion line cleaning in **11 work days.**
- We expect each quarterly maintenance assessment to take **3 days.**

A tentative project schedule is provided below in Table 3. Fine-tuning of this schedule is one of the items that will be discussed in the project kick-off meeting.

Table 3. Schedule

Phase	Dates	Work Hours Per Day	Work Days
Blockage and General Line Condition Assessment	March 17, 2025	10 hours	1
Line Cleaning and Objective Third Party CCTV Inspection	March 19 - April 2, 2025	10 hours	10
Future Quarterly Preventative Maintenance	TBD by the City	10 hours	3

Potential Challenges and Solutions

This is a relatively straightforward cleaning project for us, However, there are some challenges, including;

- Acute focus on safety:
  - ✓ Developing a failsafe safety plan (to be reviewed and approved by the City's Construction Manager and Safety Manager).
  - ✓ Sufficient CSE-trained personnel (entry/attendant/rescue/supervisor) with underground pipeline cleaning experience on-site at all times.
- Delays in communication, receiving answers to questions, etc.
- Traffic control and construction activity management.
- Efficient access to line entry points.

The City can rest assured that our Project Manager Frank Medrano is:

- Comfortable working in challenging environments.
- Acutely focused on safety.
- A good communicator.
- In possession of the technically skills necessary to deliver this project successfully.

Upon award, provide whatever documents the City requires (e.g., Insurance certificates, Coffer Dam Design-Build Plan, SSHSP, Emergency Response Plan, permits, etc.).

Project Kick-Off Meeting

- Establish a Communication Plan to share contact details and preferred methods/times/ frequency for communication.
- Identify a suitably sized, safe and secure staging area.
- Identify initial and final waste storage and disposal procedures and locations.
- Discuss and fine-tune the Project Schedule, including customer deliverables.
- Discuss and fine-tune Work Plan.
- Discuss and understand all City expectations from pre-planning to project close out.

Vehicles & Equipment

The primary vehicles and equipment we will use during the project are noted below.

- Kaiser “EcoCycler” jetting truck
- 70 BBL vacuum truck
- Ford F250 4X4 truck with winch
- Ford F550 flatbed truck
- Confined space davit system
- Confined space rescue trailer (with SCBA , fresh air system and confined space rescue and entry equipment.
- Bobtail roll-off
- 4 gas meter multi-rae
- Ridgid CCTV line video system

Personal Protective Equipment (PPE)

- Level B-C.

Technology

- Secure computers, laptops, smart phones (pre-loaded with colleagues’ cell phone numbers and various industry-specific software for immediate access to project-specific plans, forms, reports, etc.).

- Copiers, office supplies, etc.12).

Project Activities

Mobilization

Prepare Site Specific Health & Safety Plan, and applicable Job Hazard Analyses (JHAs). Deploy proper spill prevention measures, traffic/pedestrian control plan, install storm water best management practices (BMPs), lock-out/tag-out, as applicable.

Put in place confined space entry and rescue equipment when required at each manhole to execute a proper assessment of the diversion lines.

Perform Diversion Line Assessment

Utilize 4-person crew to enter the diversion line at each manhole (5 manholes) under confined space permit. Team will don Level B PPE with SCBAs to determine air breathing levels and appropriate PPE levels, once concrete culvert atmosphere levels are taken and Field Supervisor determines required respirator breathing protection. The crew will enter accordingly and perform line assessment and CCTV will be used to determine restriction location and type. Confined space entry will be undertaken at each manhole and measurements of sediment for each concrete culvert will be obtained. We will then schedule a meeting with city representatives to determine if the current work plan can be executed or if it needs revision.

Diversion Line Cleaning to Remove Sediment and Debris

Utilize vactor/jetting combination unit to remove sediment and debris with high pressure specialty nozzle from diversion line 3'x6' concrete culverts. **Use preferred jetting unit "Kaiser EcoCycler" which has the capacity to recycle rinse water to avoid generating water and minimizing separation of rinse water from sediment; thereby reducing water usage and waste transport and disposal costs.** All sediment will be placed in dewatering boxes. Large debris will be segregated and stockpiled to ensure the process of sediment decanting is expedited. Dewatering boxes will be decanted and hauled off to the local landfill and debris will be hauled off in 40 yard bin containers. In some areas of the diversion line it is presumed personnel will be required to enter through manholes under a confined space entry permit to manually or mechanically remove debris with a winch and by other mechanical means. An objective and independent CCTV video inspection will be conducted by NorCal Pipeline (in a subcontractor capacity) to validate the quality and thoroughness of NRCES's cleaning services.

Transport Debris and Sediment of Site

Before transporting dewatering bins containing sediment, waste will be sampled and analyzed for metals and other contaminants for landfill profile approval. We will ensure dewatering bins are carrying maximum loads of sediment and debris with minimum liquid for disposal to a local landfill. We will provide weight tickets to confirm the tonnage weight of each load. Our Field

Supervisor and Project Manager will schedule a meeting onsite with City representatives to ensure all waste has been removed from the diversion line and no debris remains onsite.

Demobilization

NRCES will submit a final project report to the City with the accompanying CCTV video, project pictures, and a summary of the onsite daily activities. We will also submit to the City weight tickets along with bill of ladings for each waste load transported offsite for disposal. We will ensure all manhole openings are secured and all personnel, equipment, tools, and supplies used during the project are demobilized.

Deliverables

A list of deliverables is provided below in Table 4. This is one of the items that can be fine-tuned during the project kick-off meeting.

Table 4. Deliverables

Description	Schedule
Project Kick-Off Meeting – Memorandum of Understanding & Acceptance of Final Terms & Conditions	Within 7 Workdays of Meeting
Additional Site Visit Summar (if applicable)	Within 7 Workdays of Visit
New/Revised Waste Profiles (and Analytical Lab Results)	Within 5 Workdays of Completion
Properly Prepared Shipping Documents (total weights listed on manifests must accurately reflect the hazardous waste in the tanker, not the capacity of the transport container)	Within 10 Workdays of Profile Completion
Correctly Completed Invoice with Required CCTV Video and Other Supporting Documents & Images	Within 30 Days of Project Completion
Final Signed Manifest (sent to purchaser directly by disposal facility)	Within 45 Days of Collection Event

Additional Tasks

We recommend quarterly preventative maintenance services. If the City would like us to perform these or any other industrial cleaning, hazardous waste, or environmental emergency response services, we would be pleased to hear from you. As requested, hourly labor rate information is provided with our fee proposal in the following section of this proposal.

EXHIBIT "B"

SCHEDULE OF SERVICES

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

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  - ✓ Sufficient CSE-trained personnel (entry/attendant/rescue/supervisor) with underground pipeline cleaning experience on-site at all times.
- Delays in communication, receiving answers to questions, etc.
- Traffic control and construction activity management.
- Efficient access to line entry points.

The City can rest assured that our Project Manager Frank Medrano is:

EXHIBIT "C"

COMPENSATION

8. FEE PROPOSAL

NRCES will perform the required diversion line cleaning services to a high standard of safety, quality, and thoroughness for a not-to-exceed price of: **$251,810.00**

A breakdown is provided below in Table 5.

Table 5. Price Breakdown

Item	Description	Unit	Unit Price	QTY	Extended Price
1	Initial Diversion Line Assessment	Each	$17,985.00	1	$17,985.00
2	Diversion Line Cleaning Services	Daily	$9,250.00	10	$92,500.00
3	Confined Space Entry Services	Daily	$6,985.00	5	$34,925.00
4	Disposal of Debris and Sediment	Ton	$100.00	100	$10,000.00
5	Transportation to Disposal Facility	Trip	$2,000.00	6	$12,000.00
6	Delivery and Return of Empty Bin Containers	Each	$1200.00	12	$14,400.00
				Total	**$181,810.00**

FOR FY 24-25

Table 6. Price Breakdown

Item	Description	Unit	Unit Price	QTY	Extended Price
1	Quarterly Inspection of Diversion Line (If a restriction is immediately located during quarterly inspection, crew will be instructed to advise the city representative. Following city approval, we will schedule date/time to clean the diversion line and a diversion line cleaning services and or line-item rate will be charged.)	Each	$8,250.00	4	$33,000.00
2	Diversion Line Cleaning Services If Needed and approved	Each	$9,250.00	4	$37,000.00
				Total	**$70,000.00**

FOR SUBSEQUENT YEARS

Additional Work

As requested, in the event the City would like us to perform additional work, California Prevailing Wage labor rate information is provided below. A much more detailed labor and equipment rate sheet can be provided, upon request.

- Field supervisor: $113.00 per hr.
- Field Supervisor OT: $146.00 per hr.
- Laborer Group 1: $113.00 per hr.
- Laborer Group 1 OT: $146.00 per hr.
- Teamster Group 4: $115.00 per hr.
- Teamster Group 4 OT: $147.00 per hr.
- Operating Engineer Group 4: $144.00 per hr.
- Operating Engineer Group 4 OT: $190.00 per hr.

If the City would like our detailed labor and equipment rate sheets (scheduled and emergency response), we would be pleased to provide them, upon request.

Bond No.: 016244661

Performance Bond

KNOW ALL BY THESE PRESENTS, That we NRC Environmental Services Inc., as Principal and Liberty Mutual Insurance Company, of MA, authorized to do business in the State of CA, as Surety, are held and firmly bound unto City of Ontario as Obligee, in the maximum penal sum of Two Hundred Forty Eight Thousand Five Hundred Forty One Dollars and 00/100 Dollars ($248,541.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Mill Creek Wetlands Diversion Line Maintenance Services (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of March 4, 2025 to March 3, 2026. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall only arise after:
   a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any, to subsequently declare a Principal default;
   b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.

3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

Attn: Bond Claims

SIGNED, SEALED AND DATED this 28th day of January, 2025.

NRC Environmental Services Inc.
Principal
By: Debbie Lindstrom
Debbie Lindstrom Attorney in Fact

Liberty Mutual Insurance Company
Surety
By:
Tatiana Gefter Attorney-in-Fact

A XV
RISK MANAGEMENT
DATE 2/3/25
SURETY APPROVED ONLY
INITIAL ES

Bond No.: 016244661

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS that we NRC Environmental Services Inc., the Principal and Liberty Mutual Insurance Company, the Surety, are hereby bound unto City of Ontario, the Obligee, in the penal sum of Two Hundred Forty Eight Thousand Five Hundred Forty One Dollars and 00/100 Dollars ($ 248,541.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee covering Mill Creek Wetlands Diversion Line Maintenance Services which Contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. This bond is for the term beginning March 4, 2025 and ending March 3, 2026.

2. A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

3. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

4. No suit or action shall be commenced hereunder by any claimant,

   a. After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
   b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The bond may be extended for additional terms at the option of the Surety by continuation Certificate executed by the Surety.

7. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

8. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed, this 28th day of January , 2025 .

NRC Environmental Services Inc.
Principal

By: Debbie Lindstrom
Debbie Lindstrom Attorney in Fact Title

Liberty Mutual Insurance Company
Surety

By:
Tatiana Gefter Attorney-in-fact

REPUBLIC SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Tatiana Gefter, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 30th day of January, 2024 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

REPUBLIC SERVICES, INC.,
a Delaware corporation

Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 30th day of January, 2024 by Kiara Gonzalez, Notary Public.

KIARA GONZALEZ
Notary Public - Arizona
Maricopa County
Commission # 598922
My Comm. Expires Feb 2, 2025

Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 28th day of January, 2025 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

John B. Nickerson

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Tatiana Gefter** all of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: NRC Environmental Services Inc.

Obligee Name: City of Ontario

Surety Bond Number: 016244661 **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: THE DOWNTOWN ONTARIO IMPROVEMENT ASSOCIATION ANNUAL REPORT FOR FISCAL YEAR 2024-25

RECOMMENDATION: That the City Council adopt a Resolution determining that the Downtown Ontario Improvement Association (DOIA) Annual Report for Fiscal Year 2024-25 is consistent with the services provided.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget allocates $141,000 for property tax assessments of City-owned properties and $27,300 for assessments of Ontario Housing Authority properties.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved the establishment of the Downtown Ontario Community Benefit District (CBD) with an initial five-year term. Following its success, the Council renewed the district for a 10-year term on January 16, 2024. The CBD continues to play a key role in enhancing services and improvements for Downtown property owners, driving economic growth, and increasing property values.

In accordance with California Streets and Highways Code Section 36650, the Downtown Ontario Improvement Association (DOIA) is required to prepare an Annual Report each fiscal year, detailing the use of assessment funds. This report aligns with the District Management Plan and focuses on Civil Sidewalk Improvements, Marketing/District Identity/Placemaking, and Administration.

The Annual Report, attached, outlines the assessment methodology, which is based on parcel size, street frontage, and building size. Assessments are levied exclusively within the district and allocated according to these factors. As a property owner in the DOIA district, the City of Ontario and the Ontario Housing Authority must pay assessments. These total $141,000 for property tax assessments of City-owned properties and $27,300 for assessments of Ontario Housing Authority properties.

The report below provides a budget breakdown for Fiscal Year 2024-25, as approved by the DOIA Board of Directors, see below:

Services Category	Amount Allocated	Percent of Total Budget
Civil Sidewalks	$258,154.40	52%
District Identity/Placemaking	$67,479.52	13%
Administration/Contingency	$175,315.21	35%
Total	$500,949.13	100%

Staff recommends adoption of the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ANNUAL REPORT SUBMITTED BY THE DOWNTOWN ONTARIO IMPROVEMENT ASSOCIATION FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT FOR FY 2024-25.

WHEREAS, on January 16, 2024, the City Council approved a Management District Plan entitled the "Downtown Ontario CBD Management District Plan" (the "Management District Plan").

WHEREAS, the City Council conducted the public hearing on January 16, 2024, at which ballots cast in favor of and in opposition to proposed assessment and renewal of the Downtown Ontario Community Benefit District ("CBD") for a ten-year term were tabulated; and

WHEREAS, of the ballots cast, property owners representing a majority of the total assessments voted in favor of the proposed assessment and renewal of the CBD; and

WHEREAS, Streets and Highways Code Section 36650 requires the improvement association of a property-based community benefit district submit an Annual Report to the legislative body for approval beginning its second year of operation and each year thereafter; and

WHEREAS, the Downtown Ontario Improvement Association ("DOIA") has submitted its Annual Report for FY 2024-2025 for approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario, California, as follows:

SECTION 1. The City Council has reviewed the Annual Report for FY 2024-2025 submitted by the Downtown Ontario Improvement Association and determined that the Annual Report presented is consistent with the services and improvement components outlined in the approved Management District Plan.

SECTION 2. That the Annual Report for FY 2024-2025 is hereby approved in substantially the form submitted and attached hereto as Exhibit A.

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

PASSED, APPROVED, AND ADOPTED this 4th day of March, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 4, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held March 4, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

DOWNTOWN ONTARIO
IMPROVEMENT ASSOCIATION

Downtown Ontario Community Benefit District

ANNUAL REPORT

December 1, 2024
to
November 30, 2025

January 3, 2025

Prepared By: Downtown Ontario Improvement Association
Ismael Arias
Executive Director
425 N. Euclid Ave.
Ontario, CA 91762
(909) 706-7877

ANNUAL REPORT

December 1, 2024 to November 30, 2025

This Annual Report is being submitted to the City Council of the City of Ontario to outline current and past improvements, activities, expenses, budgets and assessments for the Downtown Ontario Community Benefit District ("CBD") for the fiscal year 2024 - 2025. This annual report presents the budget and assessments approved by the DOIA Board of Directors on November 21, 2024.

EXECUTIVE SUMMARY

The sixth year of the Downtown Ontario CBD continues with the full implementation of services that have proved to be effective for the properties located within the district boundaries. Also, the DOIA Executive Director manages and oversees the day-to-day operations to benefit downtown property owners and merchants. The Downtown Ontario CBD has been receiving the benefit of a 7-day maintenance ambassador program as well as marketing and advocacy initiatives. All environmental and economic enhancements within the CBD augment, rather than replace services provided by the City of Ontario.

The Downtown Ontario Improvement Association ("DOIA"), the CBD's governing body, continues to contract maintenance services from District Maintenance Services, Inc. a professional service provider. A truck and pressure washing machine continue to be in service provided by District Maintenance Services, Inc. to enhance the cleaning of sidewalks and gutters throughout downtown. DOIA is maintaining several pet clean-up stations, as a pilot program on the Euclid median. DOIA also installed, decorative street pole banners, seasonal Autumn décor and worked with city staff to continuously activate open spaces to attract visitors to Downtown Ontario. In early 2024 DOIA finalized the process of renewing the Downtown Ontario Community Benefit District for an additional ten years extending is life span to December of 2035.

To further enhance the positive image of Downtown Ontario the DOIA is continuously updating its website www.DowntownOntario.org and uses various social media accounts such as, Instagram, Facebook, TikTok, and Threads in order to promote the Downtown as a whole, its businesses and its many community events, this year marking a milestone of more than ten thousand followers on Instagram, as well as assisting in producing and promoting special events. DOIA will continue to provide the services established and expand those services in this 2024-2025 fiscal year.

ADMINISTRATION

BOARD OF DIRECTORS:

President: Alex Baroian
Vice President: Rick Byrd
Secretary: Peggi Hazlett
Treasurer: Maria Razo
Member: Maria Martinez
Member: Justin Ma
Member: Damien Melle
Member: Jack Gingold
Member: Jennifer Hiramoto
Member: David Puscizna
Member: Jerry Rowley
Member: Rolando Saldaña
Member: Octavio Vazquez

KEY PERSONNEL:
Executive Director: Ismael Arias

Contracted Service Providers:
Maintenance Contractor: District Maintenance Services, Inc.
Auditor: Smith Marion & Co.
Social Media: Stay Hot Capital 13,LLC.

DOIA Meetings:

Board of Directors:

3rd Thursday of the month at 9:00am at 425 N. Euclid Ave.

District Identity & Placemaking Committee:

2nd Thursday of the month at 10:00am at 425 N. Euclid Ave.

Civil Sidewalks Committee: 2nd Thursday of January, March, May, July and

October at 9:00am at 425 N. Euclid Ave.

In addition, every year the DOIA holds an **Annual Meeting** where all property owners are invited for a special report, board elections and discussion on DOIA's programs and services. The Annual Meeting is held on a date determined by the DOIA Board of Directors. The Annual Meeting for Fiscal 2023-2024 was held on October 3rd, 2024, a video summary was presented and is available for viewing on our website at downtownontario.org. In addition to this Annual Meeting, DOIA Hosted its first Downtown Mixer at the new Mule Car Smokehouse, where merchants, property owners, and other stakeholders were invited, and the summary video was also presented.

ACTIVITIES AND IMPROVEMENTS

Civil Sidewalks: The 2024-2025 budget is $258,154.40 The civil sidewalks committee oversees civil sidewalk operations. The DOIA contracts with a maintenance service provider for two full time maintenance ambassadors to perform power washing, trash clean up, sidewalk and gutter sweeping along with other maintenance duties. One pickup truck equipped with a power washer provided by the maintenance provider along with two trash carts have been placed into service to facilitate operations. Since its creation, DOIA has funded over 27,000-man hours dedicated to cleaning and maintenance services within the downtown.

On-going and future projects:

▪ **Seven days a week maintenance ambassador service:**

▪ Regular sidewalk and gutter sweeping. (in 2024, A total of 2,785, 45-gallon bags; approximately 52,219 pounds of litter picked up, and 157 clean ups of bio waste)
▪ Regular sidewalk power washing (in 2024, 228 full city blocks pressure washed)
▪ Trash can emptying.
▪ Timely graffiti, stickers and poster removal, within 24 hours as necessary.
(In, 2024 a total of 1,595 pieces of graffiti, stickers, and posters removed.)
▪ Shopping cart removal, (In 2024, 89 shopping cars returned to business or removed from the district.)
▪ Maintenance of existing and new public spaces.
▪ Beautification of the district.
▪ DOIA continues to work with the City of Ontario Utilities Dept. to address overflowing, illegal dumping and cleanliness of dumpsters and alleys in the Downtown.
(In 2024, 70 reports filled: including broken city property, extensive graffiti, and illegal dumping.)
▪ DOIA uses environmentally friendly quiet leaf blowers and push trash carts have to facilitate sidewalk clean up.
▪ DOIA continuously maintains two Pet cleanup stations on the Euclid median between "D" Street and "E" Street and intends to install more in during this fiscal year.
▪ DOIA has assisted various community nonprofit organizations as well as the city of Ontario with community event clean up assistance i.e., 3rd Saturday in DTO Art District, Ontario Arts Festival, Holiday of Lights parade, Cruisin Reunion Car Show, Downtown Ontario Night Market.
▪ DOIA continuously assists downtown property owners with filling "No Trespassing" forms with Ontario Police Department in an effort to prevent damage to their properties and to help address quality of life issues.
▪ DOIA also servers as an after hours resource for Ontario Police Department for contacting Downtown property owners for emergency purposes.
▪ DOIA is also continuously working with downtown property owners to remove acid etching damage from their store front windows.
▪ DOIA Ambassadors have performed 106 homeless outreaches relating to business calls and disturbances.
▪ DOIA is continuously working closely with Ontario Police Department to address manners affecting the downtown.

District Identity/Placemaking: The 2024-2025 District Identity/Placemaking budget is $67,479.52. The District Identity committee oversees and implements placemaking programs. In addition to ongoing social media promotion, advertising and spearheads efforts into attracting visitors into the Downtown. The printing and deployment of lawn signs, postcard and QR coded posters, which lead visitors to the Downtown Ontario website and social media platforms. The district identity committee has continued to invest in the Downtown Ontario banner program. It also continues to partner with City of Ontario, and other entities to activating the Downtown by bringing special events to the Downtown.

On-going and future projects:

- The consistent and continuous updates to the DOIA website www.downtownontario.org resulted in over 36,000 visitors to the website in the last year.
- The DOIA consistently promotes the downtown via various social media platforms, including Facebook, Instagram, TikTok, Threads, and X(Twitter) have a post reach of 1.3 million users all within the last year. Including a followship of 14.1k followers across social networks, which is continuously growing.
- DOIA continues to utilize its logo as its branding tool.
- DOIA is and will continue to sponsor events such as The 3rd Saturday in Downtown Ontario (DTO) Art District, Ontario 5K Reindeer Run., Friends of the Library, Ontario Professional Fire Fighters Association 1430, and others.
- DOIA and the City of Ontario are continuing the downtown banner program which is funded by DOIA. The installation of new designs will be occurring in early 2025.
- DOIA continues to produce, print, and distributes QR coded postcards, posters, and lawn signs leading visitors to DOIA (link tree) which hosts the DOIA website; Facebook, Instagram, Twitter (X), TikTok, and Threads.
- DOIA is promoting the district as a pedestrian friendly community.
- DOIA promotes the downtown locally and regionally.
- DOIA continues to procure the services of a social media consultant to manage all social media platforms.
- DOIA procures permits, purchases, installs and maintains Autumn Décor through the downtown and will provide other seasonal décor as well.
- DOIA Ambassadors provide directions or recommendations to visitors of the downtown area, in the last year they have given directions and/or recommendations to 155 visitors.
- DOIA works with City staff to promote the downtown in a cohesive manner.
- DOIA has sponsored Community Sing-A-Long on conjunction with GOCAL as part of the Christmas on Euclid Experience.
- DOIA has also sponsored two DTO Restaurant Craws, attracting visitors to Downtown eateries.
- DOIA continues to use the manufactured the Butterfly Wings and DTO letters commissioned by DOIA from a local artist as promotional tools and a mechanism to engage the community.

Administration: The 2024-2025 administrative budget is $175,315.21. The Executive Committee and the Executive Director oversee administrative operations. The DOIA Executive Director manages and oversees the day-to-day operations to ensure effective delivery of services. The DOIA office also serves as a visitor center located at 425 North Euclid Ave., Ontario, CA 91762. The DOIA Executive Director is in close contact with the city of Ontario staff and downtown stakeholders to provide insight into the needs of the downtown. Early in 2024, DOIA completed the ten year renewal the Downtown Ontario Community Benefit District.

On-going expenses:

- Staff and administrative costs
- Directors and Officers Insurance, General Liability and other insurance coverages.
- Office related expenses
- Financial reporting, accounting, and legal services.

Other services provided by DOIA:

- DOIA has also serves as an advocate for Downtown property owners and the business community.
- DOIA also assist Downtown property and business owners with pre-screening Façade Improvement and Restaurant Equipment Grant Applications.
- DOIA also fields inquiries from potential incoming businesses and relays the information to City Hall.
- DOIA's office serves as an information center for all downtown visitors and businesses.

BUDGET

The CBD (DOIA) is funded through downtown property tax assessments. Maintaining financial balance is a key objective in any organization; the budget is managed through monitoring expenditures and analyzing variances. Marketing, maintenance, and administration, which include costs for building, equipment, supplies, services and staff, are all managed via the budget.

The board approved budget for Fiscal Year 2024-2025 is $500,949.13, additionally and estimated $305,703.00 in operating reserves. The FY 2024-2025 budget is shown in Exhibit A.

ASSESSMENTS

The CBD (DOIA) uses common parcel-based factors to assess special benefit in a commercial/retail/residential business district, which are parcel size, street frontage, and building size. Street frontage has been determined to provide approximately 36% of the total assessment, land area approximately 26% of the total assessment, and building area approximately 38% of the total assessment. Annual assessments on property will be $0.06 (6 cents) per parcel square foot, $0.17 (17 cents) per building square foot, plus $6.50 per frontage foot. Residential condominiums are assessed $0.25 (25 cents) per square foot for residential condominiums.

The benefits provided to properties within the district are listed in the diagram below. These services are only applied to properties within the boundaries of the district.

Category of Special Benefit Services	Annual Amount 2024-2025	Percentage of total budget
Civil Sidewalks	$ 258,154.40	52%
District Identity/Placemaking	$ 67,479.52	13%
Administration/Contingency	$ 175,315.21	35%
Total	***$ 500,949.13***	***100%***

Properties that are owned and operated as a non-profit, and are property tax exempt, are not assessed the full assessment because these parcels are deemed to benefit from most, but not all, of the proposed District improvements and services. As stated above, these properties receive benefits from, maintenance and streetscape, and administration, but do not receive any marketing. Therefore, properties that are owned and operated as a non-profit, and are property tax exempt, and exclude the per building square foot assessment.

Based on the above factors, the resulting assessments are shown in the chart attached hereto as Appendix 1. The CBD assessment is collected with regular property taxes. The assessment appeared as a separate line item on annual Property Tax bills prepared by the County of San Bernardino.

EXHIBIT A

Downtown Ontario Improvement Association Detailed Budget Fiscal Year 2024-2025

Income		
Assessment Income		$486,774.49
Carry Forward		
Delinquency		(24,338.72)
Total Assessment Income	**$**	**462,435.77**
Non Assessment Income		10,000.00
Sponsorships		2,000.00
Total Non Assessment Income		**12,000.00**
Total Income	**$**	**474,435.77**
Gross Profit		
Expenses		
Administration		
Accounting Fees		10,700.00
Admin Contingency		3,500.00
Annual Elections/Mailings		260.00
Bank Charges/Interest		200.00
Board Meetings / Retreats		4,250.04
Conference/ Travel Fees		3,000.00
Insurance - Liability, D and O		5,300.00
Legal Fees		50.00
Meeting Refreshments		400.00
Office Supplies		3,500.00
Payroll Service		2,800.00
Printing and Copying		700.00
Rent		20,845.97
Staff Contract		95,817.47
Dental and Vision Insurance		544.32
Health Insurance		6,043.00
Payroll Tax Expense		6,886.41
Workers Comp		1,258.00
Total Staff Contract	**$**	**110,549.20**
Telephone, Telecommunications		960.00
Utilities		8,300.00
Total Administration	**$**	**175,315.21**
Civil Sidewalks		
Civil Sidewalks Contingency		2,900.00
DMS Contractor		246,254.40
Maintenance & Supplies		9,000.00
Total Civil Sidewalks		**258,154.40**
District Identity/Placemaking		
Advertising		9,139.52
Branding & Signage		16,300.00
Creative Agency		23,040.00
District Identity Contingency		2,000.00
Public Space Dev.		5,000.00
Seasonal Displays		9,000.00
Website		3,000.00
Total District Identity/Placemaking		**67,479.52**
Total Expenses	**$**	**500,949.13**
Net Operating Income	**-$**	**26,513.36**
Net Income		**(26,513.36)**

APPENDIX 1 – 2024-2025 PARCEL ASSESSMENT CALCULATIONS

ASSESSOR'S PARCEL NUMBER[1]	BUILDING AREA (Sq Ft)	LOT SIZE (Sq Ft)	LINEAR FRONTAGE (Ft)	LINEAR FRONTAGE ASSESS RATE ($/Ft)	LOT SIZE ASSESS RATE ($/Sq Ft)	BUILDING ASSESS RATE ($/Sq Ft)	TOTAL CHARGE ($)
1048-354-01-0000	10,058	0	201	$6.50	$0.06500	$0.1700	$1,960.27
1048-354-02-0000	8,850	18,084	50	6.50	0.06500	0.1700	3,974.53
1048-354-03-0000	7,812	9,068	187	6.50	0.06500	0.1700	3,264.84
1048-354-04-0000	3,875	3,875	31	6.50	0.06500	0.1700	1,112.13
1048-354-05-0000	1,100	900	16	6.50	0.06500	0.1700	328.50
1048-354-06-0000	1,890	1,200	16	6.50	0.06500	0.1700	430.85
1048-354-07-0000	5,418	7,172	42	6.50	0.06500	0.1700	1,844.41
1048-354-08-0000	2,520	2,400	20	6.50	0.06500	0.1700	701.80
1048-354-09-0000	3,875	3,875	31	6.50	0.06500	0.1700	1,112.13
1048-354-10-0000	3,906	3,100	31	6.50	0.06500	0.1700	982.39
1048-354-11-0000	15,750	9,325	250	6.50	0.06500	0.1700	4,234.00
1048-354-12-0000	25,488	0	321	6.50	0.06500	0.1700	3,743.22
1048-354-13-0000	6,580	0	70	6.50	0.06500	0.1700	882.70
1048-355-02-0000	8,469	0	48	6.50	0.06500	0.1700	862.49
1048-355-03-0000	5,922	4,900	173	6.50	0.06500	0.1700	2,342.43
1048-355-04-0000	5,764	4,042	46	6.50	0.06500	0.1700	1,360.80
1048-355-05-0000	3,927	1,659	31	6.50	0.06500	0.1700	738.79
1048-355-06-0000	3,876	2,449	41	6.50	0.06500	0.1700	934.77
1048-355-07-0000	7,560	6,193	44	6.50	0.06500	0.1700	1,830.21
1048-355-08-0000	5,555	4,579	44	6.50	0.06500	0.1700	1,425.51
1048-355-11-0000	10,217	0	58	6.50	0.06500	0.1700	1,041.11
1048-355-13-0000	5,358	1,555	57	6.50	0.06500	0.1700	983.12
1048-355-15-0000	16,992	7,204	333	6.50	0.06500	0.1700	4,493.66
1048-355-16-0000	15,646	2,349	250	6.50	0.06500	0.1700	3,041.32
1048-356-01-0000	19,492	7,083	259	6.50	0.06500	0.1700	4,154.59
1048-356-02-0000	10,396	8,640	208	6.50	0.06500	0.1700	3,496.54
1048-356-03-0000	5,850	3,449	48	6.50	0.06500	0.1700	1,278.58
1048-356-04-0000	5,670	4,091	45	6.50	0.06500	0.1700	1,356.52
1048-356-05-0000	7,812	12,400	62	6.50	0.06500	0.1700	3,018.78
1048-356-06-0000	3,906	1,752	31	6.50	0.06500	0.1700	753.23
1048-356-07-0000	3,906	0	31	6.50	0.06500	0.1700	455.39
1048-356-08-0000	2,480	2,480	31	6.50	0.06500	0.1700	784.30
1048-356-09-0000	2,480	2,170	111	6.50	0.06500	0.1700	1,251.60
1048-356-10-0000	2,852	0	46	6.50	0.06500	0.1700	484.38
1048-356-11-0000	9,799	0	55	6.50	0.06500	0.1700	994.44
1048-356-12-0000	16,992	0	273	6.50	0.06500	0.1700	2,878.98
1048-356-13-0000	5,564	2,068	62	6.50	0.06500	0.1700	1,116.22
1048-361-01-0000	15,710	5,454	250	6.50	0.06500	0.1700	3,573.33
1048-361-02-0000	7,681	0	48	6.50	0.06500	0.1700	811.27
1048-361-03-0000	6,930	0	50	6.50	0.06500	0.1700	775.45
1048-361-04-0000	7,140	2,017	191	6.50	0.06500	0.1700	2,048.49
1048-361-05-0000	3,108	1,182	121	6.50	0.06500	0.1700	1,189.46
1048-361-06-0000	8,352	0	58	6.50	0.06500	0.1700	919.88
1048-361-07-0000	8,928	7,130	62	6.50	0.06500	0.1700	2,195.42
1048-361-08-0000	8,352	5,292	202	6.50	0.06500	0.1700	2,755.52
1048-361-09-0000	7,855	6,492	188	6.50	0.06500	0.1700	2,836.22
1048-361-10-0000	7,812	5,263	62	6.50	0.06500	0.1700	1,805.49
1048-361-11-0000	7,812	0	62	6.50	0.06500	0.1700	910.78
1048-361-12-0000	7,855	0	62	6.50	0.06500	0.1700	913.58
1048-362-02-0000	8,142	0	46	6.50	0.06500	0.1700	828.23
1048-362-03-0000	16,800	9,342	273	6.50	0.06500	0.1700	4,454.64
1048-362-04-0000	7,680	2,209	86	6.50	0.06500	0.1700	1,433.73
1048-362-05-0000	8,736	0	187	6.50	0.06500	0.1700	1,783.34
1048-362-06-0000	8,640	1,940	49	6.50	0.06500	0.1700	1,209.90

ASSESSOR'S PARCEL NUMBER[1]	BUILDING AREA (Sq Ft)	LOT SIZE (Sq Ft)	LINEAR FRONTAGE (Ft)	LINEAR FRONTAGE ASSESS RATE ($/Ft)	LOT SIZE ASSESS RATE ($/Sq Ft)	BUILDING ASSESS RATE ($/Sq Ft)	TOTAL CHARGE ($)
1048-362-07-0000	15,624	1,148	250	6.50	0.06500	0.1700	2,835.72
1048-362-08-0000	11,718	11,096	93	6.50	0.06500	0.1700	3,252.49
1048-362-09-0000	11,782	0	220	6.50	0.06500	0.1700	2,195.83
1048-362-10-0000	7,855	0	62	6.50	0.06500	0.1700	913.58
1048-363-01-0000	5,136	100	160	6.50	0.06500	0.1700	1,390.84
1048-363-02-0000	38,086	0	411	6.50	0.06500	0.1700	5,147.09
1048-363-03-0000	11,512	0	224	6.50	0.06500	0.1700	2,204.28
1048-363-04-0000	10,080	10,500	205	6.50	0.06500	0.1700	3,772.70
1048-363-05-0000	31,901	31,973	260	6.50	0.06500	0.1700	9,198.98
1048-551-11-0000	29,886	0	349	6.50	0.06500	0.1700	4,211.09
1048-551-12-0000	21,240	0	287	6.50	0.06500	0.1700	3,246.10
1048-551-13-0000	6,430	0	206	6.50	0.06500	0.1700	1,756.95
1048-551-14-0000	18,415	0	264	6.50	0.06500	0.1700	2,912.98
1048-551-15-0000	28,163	0	166	6.50	0.06500	0.1700	2,909.60
1048-552-13-0000	34,579	0	546	6.50	0.06500	0.1700	5,796.64
1048-552-14-0000	19,096	0	97	6.50	0.06500	0.1700	1,871.74
1048-552-15-0000	2,439	0	10	6.50	0.06500	0.1700	223.54
1048-552-17-0000	10,993	6,800	218	6.50	0.06500	0.1700	3,287.55
1048-552-18-0000	789	0	14	6.50	0.06500	0.1700	142.29
1048-552-22-0000	8,509	8,828	213	6.50	0.06500	0.1700	3,438.35
1048-552-23-0000	1,786	0	0	6.50	0.06500	0.1700	116.09
1048-552-24-0000	24,332	0	195	6.50	0.06500	0.1700	2,849.08
1048-553-01-0000	7,434	0	185	6.50	0.06500	0.1700	1,685.71
1048-553-02-0000	8,496	4,450	48	6.50	0.06500	0.1700	1,620.74
1048-553-03-0000	8,496	0	48	6.50	0.06500	0.1700	864.24
1048-553-04-0000	8,496	0	225	6.50	0.06500	0.1700	2,014.74
1048-553-05-0000	5,760	0	40	6.50	0.06500	0.1700	634.40
1048-553-06-0000	3,810	0	157	6.50	0.06500	0.1700	1,268.15
1048-553-07-0000	4,191	0	33	6.50	0.06500	0.1700	486.92
1048-553-08-0000	6,731	0	53	6.50	0.06500	0.1700	782.02
1048-553-09-0000	3,556	0	28	6.50	0.06500	0.1700	413.14
1048-553-10-0000	2,520	0	146	6.50	0.06500	0.1700	1,112.80
1048-553-11-0000	3,906	0	31	6.50	0.06500	0.1700	455.39
1048-553-12-0000	3,906	0	31	6.50	0.06500	0.1700	455.39
1048-553-13-0000	7,812	10,000	62	6.50	0.06500	0.1700	2,610.78
1048-553-14-0000	4,268	0	32	6.50	0.06500	0.1700	485.42
1048-553-15-0000	3,780	3,904	31	6.50	0.06500	0.1700	1,110.88
1048-553-16-0000	8,854	3,250	31	6.50	0.06500	0.1700	1,329.51
1048-553-17-0000	8,190	17,400	65	6.50	0.06500	0.1700	3,912.85
1048-561-07-0000	8,496	3,417	225	6.50	0.06500	0.1700	2,595.63
1048-561-08-0000	17,169	3,845	96	6.50	0.06500	0.1700	2,393.64
1048-561-09-0000	8,554	1,392	48	6.50	0.06500	0.1700	1,104.65
1048-561-10-0000	8,496	0	48	6.50	0.06500	0.1700	864.24
1048-561-11-0000	8,400	1,190	123	6.50	0.06500	0.1700	1,547.80
1048-561-12-0000	4,896	1,728	102	6.50	0.06500	0.1700	1,275.00
1048-561-13-0000	54,516	109,032	642	6.50	0.06500	0.1700	26,251.98
1048-562-01-0000	42,834	20,826	417	6.50	0.06500	0.1700	9,035.13
1048-562-02-0000	8,496	4,178	225	6.50	0.06500	0.1700	2,725.00
1048-562-03-0000	34,161	19,923	369	6.50	0.06500	0.1700	8,005.88
1048-562-06-0000	2,658	1,980	55	6.50	0.06500	0.1700	866.87
1048-562-07-0000	13,032	0	170	6.50	0.06500	0.1700	1,952.08
1048-563-01-0000	6,096	1,194	175	6.50	0.06500	0.1700	1,736.72
1048-563-02-0000	8,496	0	48	6.50	0.06500	0.1700	864.24
1048-563-03-0000	16,992	6,767	96	6.50	0.06500	0.1700	2,878.87
1048-563-06-0000	9,365	0	226	6.50	0.06500	0.1700	2,077.73

ASSESSOR'S PARCEL NUMBER[1]	BUILDING AREA (Sq Ft)	LOT SIZE (Sq Ft)	LINEAR FRONTAGE (Ft)	LINEAR FRONTAGE ASSESS RATE ($/Ft)	LOT SIZE ASSESS RATE ($/Sq Ft)	BUILDING ASSESS RATE ($/Sq Ft)	TOTAL CHARGE ($)
1048-563-07-0000	7,536	5,154	48	6.50	0.06500	0.1700	1,678.02
1048-563-08-0000	16,992	16,692	96	6.50	0.06500	0.1700	4,566.12
1048-563-09-0000	8,496	0	46	6.50	0.06500	0.1700	851.24
1048-563-10-0000	8,496	0	225	6.50	0.06500	0.1700	2,014.74
1048-563-11-0000	2,400	790	47	6.50	0.06500	0.1700	595.80
1048-563-12-0000	7,953	3,360	48	6.50	0.06500	0.1700	1,400.15
1048-563-13-0000	8,754	13,104	225	6.50	0.06500	0.1700	4,259.19
1048-564-01-0000	7,680	6,888	176	6.50	0.06500	0.1700	2,814.16
1048-564-02-0000	8,496	16,724	48	6.50	0.06500	0.1700	3,707.32
1048-564-03-0000	8,820	15,650	196	6.50	0.06500	0.1700	4,507.80
1048-564-04-0000	6,875	4,125	55	6.50	0.06500	0.1700	1,505.63
1048-564-05-0000	3,906	2,733	36	6.50	0.06500	0.1700	952.50
1048-564-06-0000	7,812	0	61	6.50	0.06500	0.1700	904.28
1048-564-07-0000	10,278	10,572	93	6.50	0.06500	0.1700	3,069.81
1048-564-08-0000	1,835	3,472	21	6.50	0.06500	0.1700	846.02
1048-564-09-0000	2,132	3,960	93	6.50	0.06500	0.1700	1,416.28
1048-564-10-0000	4,330	8,660	74	6.50	0.06500	0.1700	2,234.65
1048-564-11-0000	8,622	3,615	48	6.50	0.06500	0.1700	1,486.98
1048-564-12-0000	8,914	8,653	214	6.50	0.06500	0.1700	3,441.42
1048-564-13-0000	6,299	0	58	6.50	0.06500	0.1700	786.44
1048-564-14-0000	9,312	0	97	6.50	0.06500	0.1700	1,235.78
1048-565-01-0000	23,388	0	291	6.50	0.06500	0.1700	3,411.72
1048-565-02-0000	2,100	2,100	30	6.50	0.06500	0.1700	688.50
1048-565-03-0000	11,782	33,804	219	6.50	0.06500	0.1700	7,936.01
1048-565-04-0000	1,536	2,400	24	6.50	0.06500	0.1700	663.84
1048-565-05-0000	5,820	11,976	37	6.50	0.06500	0.1700	2,654.72
1048-565-06-0000	7,812	7,812	62	6.50	0.06500	0.1700	2,238.82
1048-565-07-0000	4,032	3,696	31	6.50	0.06500	0.1700	1,091.90
1048-565-08-0000	3,780	3,480	31	6.50	0.06500	0.1700	1,038.80
1048-565-09-0000	4,000	5,560	31	6.50	0.06500	0.1700	1,406.70
1048-565-10-0000	7,812	7,938	188	6.50	0.06500	0.1700	3,079.24
1048-565-11-0000	9,216	36,864	95	6.50	0.06500	0.1700	7,483.42
1048-565-12-0000	3,360	3,296	118	6.50	0.06500	0.1700	1,545.72
1048-565-13-0000	5,136	0	107	6.50	0.06500	0.1700	1,029.34
1048-565-14-0000	8,448	0	0	6.50	0.06500	0.1700	549.12
1048-566-01-0000	4,800	0	148	6.50	0.06500	0.1700	1,274.00
1048-566-02-0000	8,496	6,111	48	6.50	0.06500	0.1700	1,903.11
1048-566-03-0000	8,496	0	48	6.50	0.06500	0.1700	864.24
1048-566-04-0000	11,844	10,840	219	6.50	0.06500	0.1700	4,036.16
1048-566-05-0000	17,262	35,524	136	6.50	0.06500	0.1700	8,045.11
1048-566-06-0000	6,552	5,800	52	6.50	0.06500	0.1700	1,749.88
1048-566-07-0000	11,718	12,003	219	6.50	0.06500	0.1700	4,225.68
1048-566-08-0000	2,400	0	0	6.50	0.06500	0.1700	156.00
1048-566-09-0000	14,662	0	100	6.50	0.06500	0.1700	1,603.03
1048-566-10-0000	8,496	0	225	6.50	0.06500	0.1700	2,014.74
1048-566-11-0000	3,696	2,208	77	6.50	0.06500	0.1700	1,116.10
1049-055-01-0000	9,064	9,064	192	6.50	0.06500	0.1700	3,378.04
1049-055-02-0000	3,738	3,738	42	6.50	0.06500	0.1700	1,151.43
1049-055-03-0000	4,361	4,361	50	6.50	0.06500	0.1700	1,349.84
1049-055-04-0000	4,183	4,183	47	6.50	0.06500	0.1700	1,288.51
1049-055-05-0000	4,272	1,000	137	6.50	0.06500	0.1700	1,338.18
1049-055-06-0000	4,301	0	137	6.50	0.06500	0.1700	1,170.07
1049-055-07-0000	4,183	0	47	6.50	0.06500	0.1700	577.40
1049-055-08-0000	4,301	0	48	6.50	0.06500	0.1700	591.57

ASSESSOR'S PARCEL NUMBER[1]	BUILDING AREA (Sq Ft)	LOT SIZE (Sq Ft)	LINEAR FRONTAGE (Ft)	LINEAR FRONTAGE ASSESS RATE ($/Ft)	LOT SIZE ASSESS RATE ($/Sq Ft)	BUILDING ASSESS RATE ($/Sq Ft)	TOTAL CHARGE ($)
1049-055-09-0000	12,816	12,905	233	6.50	0.06500	0.1700	4,541.39
1049-056-01-0000	15,225	0	254	6.50	0.06500	0.1700	2,640.63
1049-056-02-0000	4,872	0	48	6.50	0.06500	0.1700	628.68
1049-056-03-0000	4,872	0	48	6.50	0.06500	0.1700	628.68
1049-056-04-0000	5,040	0	153	6.50	0.06500	0.1700	1,322.10
1049-056-05-0000	15,225	15,000	250	6.50	0.06500	0.1700	5,164.63
1049-056-06-0000	15,225	0	250	6.50	0.06500	0.1700	2,614.63
1049-057-01-0000	22,632	0	430	6.50	0.06500	0.1700	4,266.08
1049-057-02-0000	4,428	4,428	56	6.50	0.06500	0.1700	1,404.58
1049-057-03-0000	5,280	5,212	158	6.50	0.06500	0.1700	2,256.24
1049-057-04-0000	3,520	6,680	31	6.50	0.06500	0.1700	1,565.90
1049-057-05-0000	4,900	9,000	430	6.50	0.06500	0.1700	4,643.50
1049-057-06-0000	5,600	0	156	6.50	0.06500	0.1700	1,378.00
1049-057-07-0000	3,723	0	50	6.50	0.06500	0.1700	567.00
1049-058-01-0000	9,856	8,654	208	6.50	0.06500	0.1700	3,463.82
1049-058-02-0000	5,077	0	68	6.50	0.06500	0.1700	772.01
1049-058-03-0000	8,910	21,351	191	6.50	0.06500	0.1700	5,450.32
1049-058-04-0000	9,000	4,048	214	6.50	0.06500	0.1700	2,664.16
1049-058-05-0000	13,346	3,920	204	6.50	0.06500	0.1700	2,859.89
1049-059-07-0000	6,136	0	52	6.50	0.06500	0.1700	736.84
1049-059-08-0000	8,140	2,910	74	6.50	0.06500	0.1700	1,504.80
1049-059-09-0000	8,140	0	56	6.50	0.06500	0.1700	893.10
1049-059-14-0000	39,403	0	405	6.50	0.06500	0.1700	5,193.70
1049-059-21-0000	29,645	22,935	269	6.50	0.06500	0.1700	7,574.38
1049-061-01-0000	20,097	57,930	428	6.50	0.06500	0.1700	13,936.41
1049-061-02-0000	20,196	0	427	6.50	0.06500	0.1700	4,088.24
1049-061-03-0000	4,488	0	48	6.50	0.06500	0.1700	603.72
1049-062-01-0000	34,087	15,000	395	6.50	0.06500	0.1700	7,333.16
1049-062-02-0000	38,880	0	412	6.50	0.06500	0.1700	5,205.20
1049-063-01-0000	9,021	5,536	190	6.50	0.06500	0.1700	2,762.49
1049-063-02-0000	13,548	11,400	97	6.50	0.06500	0.1700	3,449.12
1049-063-03-0000	1,504	1,040	17	6.50	0.06500	0.1700	385.06
1049-063-04-0000	3,008	2,080	31	6.50	0.06500	0.1700	750.62
1049-063-05-0000	4,512	1,614	142	6.50	0.06500	0.1700	1,490.66
1049-063-06-0000	4,512	3,384	142	6.50	0.06500	0.1700	1,791.56
1049-063-07-0000	4,464	1,645	48	6.50	0.06500	0.1700	881.81
1049-063-08-0000	9,021	0	96	6.50	0.06500	0.1700	1,210.37
1049-063-09-0000	4,559	0	143	6.50	0.06500	0.1700	1,225.84
1049-063-10-0000	4,559	4,000	47	6.50	0.06500	0.1700	1,281.84
1049-064-12-0000	8,064	0	0	6.50	0.06500	0.1700	524.16
1049-064-13-0000	12,768	6,400	133	6.50	0.06500	0.1700	2,782.42
1049-064-14-0000	48,242	6,232	620	6.50	0.06500	0.1700	8,225.17
Total	2,031,880	1,040,518	27,356				$ 486,774.49

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Mariah Ruiz Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Lacey A Rightmer, Kelly Zackmann Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SOUTHLAND ROOFING, INC. FOR ROOF REPAIRS AT THE PROPERTY LOCATED AT 411 NORTH PARKSIDE AVENUE**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to authorize Change Order No. 2 to the Construction Contract with Southland Roofing, Inc, of Los Angeles, California, in the amount of $32,740 for a total not-to-exceed contract amount of $166,070 for the roof repair at the Ontario Housing Authority-owned property located at 411 North Parkside Avenue.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The recommended Change Order No. 2 to the Construction Contract with Southland Roofing, Inc., of Los Angeles, California, is $32,740 for a total not-to-exceed contract amount of $166,070. If approved, additional appropriations will be included in the Ontario Housing Authority Fund at the next quarterly budget update to council as needed.

BACKGROUND & ANALYSIS: In September 2024, the City of Ontario entered into an Agreement with Southland Roofing, Inc. for roof repairs at the Ontario Housing Authority-owned property at 411 North Parkside Avenue. This project was initiated to address roof damage caused by a storm in February 2024. The storm caused external and internal damage to several units on the property. Due to the extent of the damage, the City of Ontario included the project in a FEMA application.

Change Order No. 1 was processed on January 17, 2025, to add $6,880 to cover extra costs for damage found on the roof-mounted air-conditioning unit platforms. Further evaluation of the roof showed that the platforms were in poor condition and needed additional repairs.

After removing the roof shingles, the contractor found more severe wood rot than expected, requiring additional repairs. The proposed Change Order No. 2 is for an additional $32,740 and addresses the extra materials and labor needed to make the necessary repairs.

Staff recommends that City Council approve Change Order No. 2, which will complete the roof repairs and conclude the project.

EXHIBIT "A"

SUBCONTRACTOR TO CONTRACTOR CHANGE ORDER REQUEST FORM

CHANGE ORDER # 2

DATE: 12/23/2024

FROM: **Southland Roofing, inc.**
California License Number: 1035397

TO: **City Of Ontario**
303 East B St. Ontario CA 91764

NAME OF PROJECT: City Of Ontario
LOCATION: 411 N Parkside Ave. Ontario CA 91764

ORIGINAL CONTRACT DATE:
ORIGINAL CONTRACT AMOUNT: $126,450.00

(Please List Prior Change Order Amounts, If Any)

1. $6,880.00
2. 32,740.00
3.
4.
5.
6.

We propose the following changes in the scope of work on the above project:

- This change order is to cover the costs associated to procure the additional material and labor needed to replace 50lf of 2x6" fascia **$24lf x 50lf= $1,200.00**
- This change order is to cover the costs associated to procure the additional material and labor needed to replace 500lf of 2x8" fascia **$26lf x 500lf= $13,000.00**
- This change order is to cover the costs associated to procure the additional material and labor needed to replace 103pcs of CDX plywood **$180 x 103pcs = $18,540.00**

We propose the above changes in the scope of work for the additional sum of Thirty-Two Thousand Seven Hundred Forty dollars and 00/100 ($32,740.00) **New contract amount is One Hundred Sixty-Six Thousand Seventy** dollars and 00/100 ($166,070.00). New contract amount includes all change orders on this project. Payment will be as stated in original Contractor Agreement, hereafter known as original Agreement. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted and as stated in original Agreement. Any alteration or deviation from above specifications involving extra costs will be executed only upon additional written orders, and will become an extra charge over and above the estimate. All change orders are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance as stated in the original Agreement. If either party commences legal action to enforce its rights pursuant to this change order, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and cost of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Note: This change order may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF CHANGE ORDER: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature: _____
President and CEO

Date of Acceptance: _____.

Owner: _____.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: Roof Repair for Housing Property – 411 N. Parkside Ave.

Change Order Number: 2

Change Order Date: _____

Contract Date: 09/25/2024

To: Southland Roofing, Inc., Pier Prenga, General Manager
Pier@Southlandroofing.com
310-903-0536

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

The Contract is changed as follows:

[Contract will include the procurement of additional material and labor needed to replace facia and CDX plywood]

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

NOT VALID UNTIL SIGNED BY OWNER

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

The original Contract Price was	$ 126,450
Net change by previously authorized Change Orders	$ 6,880
The Contract Price prior to this Change Order was	$ 133,330
The Contract Price will be changed by this Change Order in the amount of	$ 32,740
The new Contract Price including this Change Order will be	$ 166,070

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

The Contract Time will be: increased ☒ decreased ☐ unchanged ☐ by	31 Days
The Contract Time prior to this Change Order was	97 Days

(BB&K 2020)
46700.00100\33457526.1

The new Contract Time including this Change Order will be 128 Days

Attachments: Subcontractor to Contractor Change Order Request Form

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

Accepted:

Pier Prenga, General Manager	Date

Approved:

Helen McAlary, Executive Director Community Life and Culture	Date

Approved:

Scott Ochoa, City Manager	Date

(BB&K 2020)
46700.00100\33457526.1

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Broadband Operations Prepared By: Judy Witrago Staff Member Presenting: Jimmy Chang, Broadband General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: AN AMENDMENT TO THE SOFTWARE AGREEMENT WITH GREAT LAKES DATA SYSTEMS, INC. TO SUPPORT ONTARIONET BILLING

RECOMMENDATION: That the City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement, with Great Lakes Data Systems (GLDS), Inc., of Wisconsin, for utility billing system software licensing, maintenance, support services in the amount of $70,720, plus a 15% contingency of $10,608, for a total not-to-exceed contract amount of $230,266, which includes the initial purchase and implementation.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Broadband/Fiber Fund for these services. The original authorized not-to-exceed amount was $148,938. The proposed Amendment No. 1 increases the Agreement by $70,720, bringing the total to $219,658, plus a contingency of $10,608, for a revised not-to-exceed total of $230,266.

BACKGROUND & ANALYSIS: The City of Ontario purchased GLDS Broadhub, a billing system for OntarioNet internet services, on October 13, 2023. Initially set to go live in July 2024, the platform became operational in February 2025 after extensive collaboration with City Staff for system configuration, data conversion, consulting, training, and implementation. As a result, the project timeline was extended. Currently, GLDS Broadhub supports over 2,000 OntarioNet customers and is expected to support the City in collecting over one million dollars in internet service revenue by the end of Fiscal Year 2024-25.

The original agreement, amounting to $148,938, included the purchase of the software suite, license fees, implementation, and monthly subscription fees. Due to unforeseen legal and technical circumstances surrounding customer migration and data integration, additional consultation and customization from GLDS was required. Thus, reallocation of authorized funds was used to pay for these expenditures.

In proposed Amendment No. 1, the City will pay GLDS a monthly fee of $4,385 ($52,620 annually) for a 5,000-minimum customer subscription use and SMS text messaging to customers for account management and service notification. The Amendment also includes annual City Staff user license fees for routine troubleshooting and technical support, regular testing to ensure proper system functionality, as well as routine training for City staff, in the amount of $18,100. The scope of work for the proposed Amendment is inclusive of project management, on-call engineering hours, and professional services hours on an hourly basis.

Great Lakes Data Systems, Inc. is recommended as a sole source to provide these services based on the proprietary nature of the system, their native integration to OntarioNet's customer network equipment, and completion of the previous agreement. Thus, City Staff recommends the approval of Amendment No. 1 with Great Lakes Data Systems, Inc.

AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GREAT LAKES DATA SYSTEMS, INCORPORATED

This Amendment to the Software License and Services agreement ("Amendment") is made and entered into as of March [___], 2025 ("Effective Date"), by and between the City of Ontario (a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196)("City") and Great Lakes Data Systems, Incorporated (a corporation organized under the laws of the State of California with its principal place of business at 5954 Priestly Drive, Carlsbad, California 92008) ("GLDS"). City and GLDS are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

A. The Parties executed a Software License and Services Agreement on October 13, 2023 ("Agreement") for the City's use of GLDS's utility billing system software licensing, maintenance, and support services ("Services"); and

B. Section 3 (Term) of the Agreement provides the Agreement will remain in effect for a period of one (1) year after the Implementation Date (December 1, 2024); and

C. The Parties now desire to amend the Agreement to include additional funds and add insurance language for the continued performance of the services.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct, and are hereby incorporated herein by this reference.

2. Amendment. The Agreement is hereby amended as follows:

a. Fees. Section 2 is amended by adding the following language at the end of the last paragraph: "In no event shall the total amount paid for services rendered by GLDS under this Agreement exceed the sum of two hundred nineteen thousand, six hundred fifty-eight dollars ($219,658)." This covers all related costs for the duration of the Initial Term."

b. Insurance. A new Appendix E (Insurance) is added, attached hereto and incorporated herein by reference.

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the shall remain in full force and effect, and shall govern the actions of the Parties under this Amendment. Whenever the term "Agreement" appears in the original Agreement from and after the date of this Amendment, it shall mean the Agreement as amended by this Amendment.

4. Electronic Transmission. A manually signed copy of this Amendment which is transmitted by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes. This Amendment may be signed using an electronic signature.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE
FOR
AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF ONTARIO
AND
GREAT LAKES DATA SYSTEMS, INCORPORATED

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

CITY OF ONTARIO	**GREAT LAKES DATA SYSTEMS, INCORPORATED**
APPROVED BY:	
_____	_____
Scott Ochoa City Manager	[_____]
ATTESTED BY:	
_____	
[_____] City Clerk	
APPROVED AS TO FORM:	
_____	
Best Best & Krieger LLP City Attorney	

APPENDIX E

1.1.1 Insurance

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

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

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

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

(C) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant’s profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(D) Cyber Liability: At all times during the performance of the Services under this Agreement, GLDS shall maintain cyber liability insurance with limits of $1,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber

liability insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. Cyber liability insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Licensee except ten (10) days shall be allowed for non-payment of premium.

1.1.1.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or GLDS shall provide endorsements on forms approved by the Licensee to add the following provisions to the insurance policies:

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

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

(C) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

1.1.1.5 Waiver of Subrogation. All required insurance coverages, shall contain or be endorsed to waiver of subrogation in favor of the Licensee, its officials, officers, employees, agents, and volunteers or shall specifically allow GLDS or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. GLDS hereby waives its own right of recovery against Licensee, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

1.1.1.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Licensee has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Licensee will be promptly reimbursed by GLDS or Licensee will withhold amounts sufficient to pay premium from GLDS payments. In the alternative, Licensee may cancel this Agreement.

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

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

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

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

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

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: AUTHORIZE THE PURCHASE OF BOLLARDS AND BOLLARD BASES WITH J.R. HOE, INC. FOR THE DOWNTOWN BOLLARD INSTALLATION PROJECT

RECOMMENDATION: That the City Council authorize the City Manager or his designee, to authorize the purchase of bollards and bollard bases in the amount of $246,141 from J.R. Hoe, Inc., of Middlesboro, Kentucky, for the Downtown Bollard Installation Project.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects- Measure Q Fund for the purchase of bollards and bollard bases for the Downtown Bollard Installation Project. The total cost of the bollards and bollard bases recommended for purchase is $246,141.

BACKGROUND & ANALYSIS: The Downtown Bollard Installation Project involves the purchase and installation of 147 removable bollards at various side streets along Euclid Avenue between G Street and Holt Boulevard. The installation of removable bollards at crosswalks along Euclid Avenue is essential to enhance public safety and ensure effective traffic management during City-hosted events.

These bollards will act as temporary barriers, preventing unauthorized vehicular access and enhancing pedestrian safety while maintaining the street's flexibility for regular use. Strategically placed at crosswalks, the bollards ensure optimal visibility during events, effectively managing traffic and enhancing pedestrian security. The removable design allows for easy installation and removal, enabling the City to store the bollards near each intersection after events for future use. This approach not only maximizes the efficiency of event setups but also minimizes disruption to daily traffic, supporting the City's commitment to adaptable and sustainable infrastructure.

After extensive evaluation of available options, Staff recommends awarding a contract to J.R. Hoe, Inc. for the purchase of 147 bollards and 318 bollard bases. Staff determined that J.R. Hoe, Inc.'s products offer superior quality, durability, and customization compared to other vendors. J.R. Hoe, Inc.'s bollard equipment is constructed from high-quality cast iron, ensuring longevity and resistance to environmental factors. Additionally, J.R. Hoe, Inc. offers a wide range of custom colors and model variety. Due to the unique nature of these bollards with removable bases and the absence of comparable alternatives, Staff believes that a negotiated contract is justified in this instance, particularly as Staff has determined that the compensation contemplated is reasonable for the terms offered and a further competitive process such as bidding is (1) not required by OMC Section 2-6.15 and applicable law and (2) would not produce any advantage for the City while unnecessarily delaying the procurement of a time-sensitive item.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and **J.R. Hoe, Inc.**, a **Corporation** with its principal place of business at **P. O. Box 1737 Middlesboro, KY 40965** ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that

Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or

other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

F. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Supplier shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Supplier in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Supplier is not entitled: (1) Supplier shall immediately notify the City and the financial institution; (2) Supplier shall not withdraw any of the

funds which were erroneously deposited or to which Supplier is not entitled; and (3) Supplier authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Supplier is not entitled.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of **$0** per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

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

CITY:	SUPPLIER:
City of Ontario 303 East "B" Street Ontario, CA 91764 Attn: Tim Masot, Parks & Streets Maintenance Superintendent	J.R. Hoe, Inc. P.O. Box 1737 Middlesboro, KY 40965 Attn: Marina Hoe Boyer, Sales Representative

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

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

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

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

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

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

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND J.R. HOE, INC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

J.R. HOE, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Exhibit A
Goods Specifications

See Attachment

BOLLARDSUSA
A DIVISION OF JR HOE

QUOTATION

VALID FOR 30 DAYS

Date: 12–09–2024
REVISED 1/24/2025

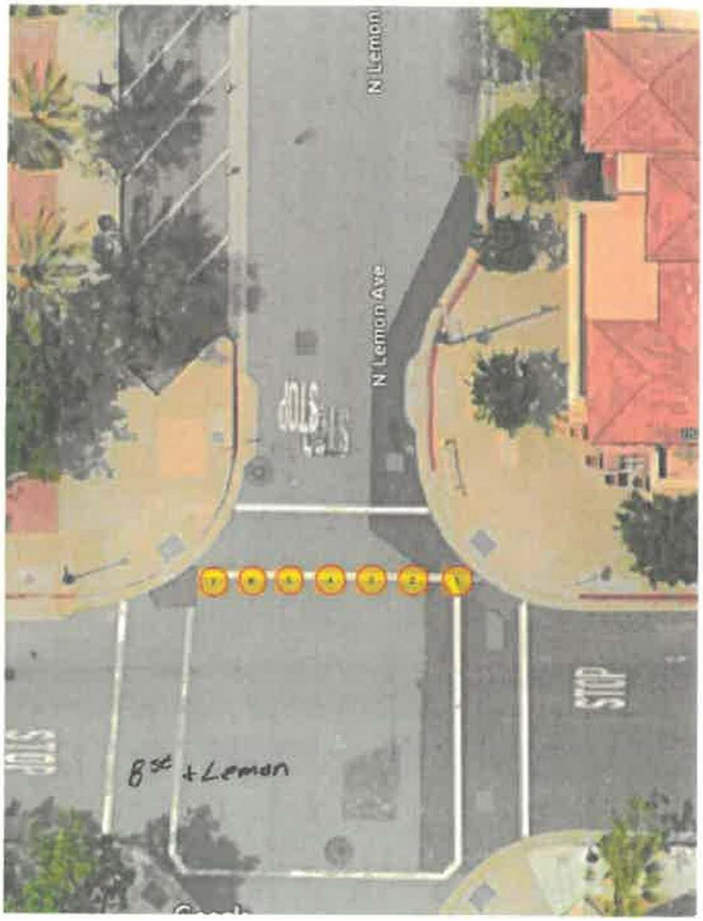
Quote No.: 120920241197

Company: CITY OF ONTARIO
Attn: TIM MASOT

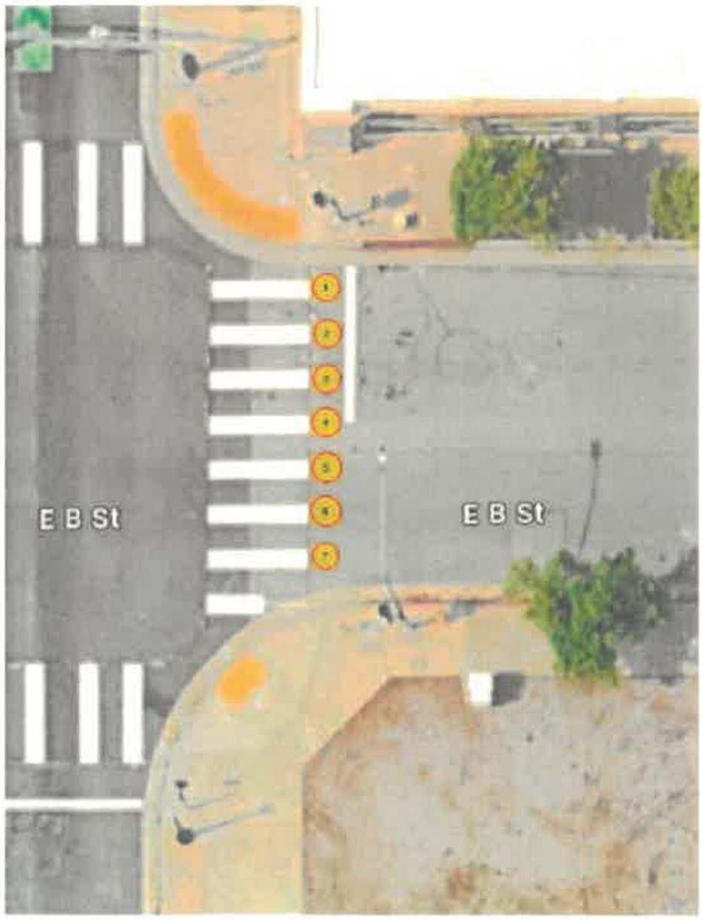
Fax/Email: TMASOT@ONTARIOCA.GOV
Project EUCLID AVE.

Qty	Unit	Description	Lead-time	Unit Cost	Amount
147	EA	**150-RSF**	8-12 wks	$602.15	$88,516.05
		Flat Top, 31" Height, 6" OD Neck, 10.5" OD Base			
		Powder coat: Mid-Gloss Black - RDS #0051			
		Material: ASTM A48 Class 30 Cast Iron			
		Removable Mounting Options			
318	Kits	**Padlock Mountings** - Includes cast iron embed, 30"	4-6 wks	$398.35	$126,675.30
		SS installation/removable bar, 3/8" SS set screws and caps,			
		weather-resistant padlock, plastic cover for padlock pocket,			
		1" plastic caps for bar openings			
1	EA	**Shipping Estimate**	**Freight, Padlock Embeds Only:**		$4,950.00
		1425 S. BON VIEW AVE., ONTARIO, CA. 91761	**Freight, Bollard Covers Only:**		$6,195.00
		PRICING EXCLUDES ALL APPLICABLE TAXES			
		IF TAX EXEMPT, CERTIFICATE MUST BE PROVIDED			
QUOTE IS BASED ON ABOVE QUANTITIES; CUSTOMER IS RESPONSIBLE FOR VARIFYING AND ANY CHANGE WILL EFFECT PRICING.					

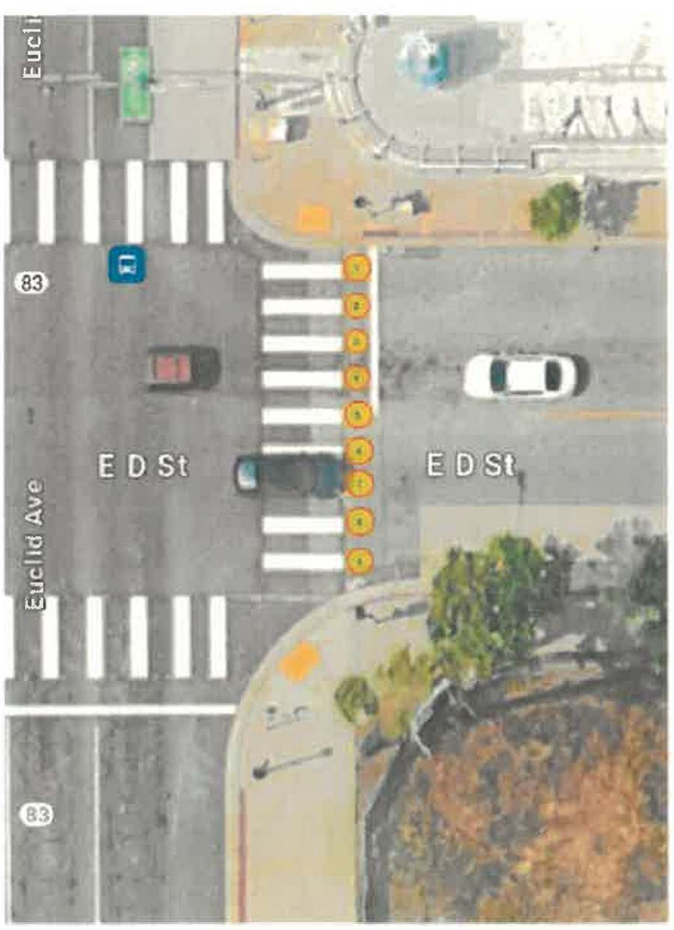
Quoted By: *Marina Hoe Boyer*
phone: 502-326-1347 cell: 606-269-6685
mhoe@jrhoe.com


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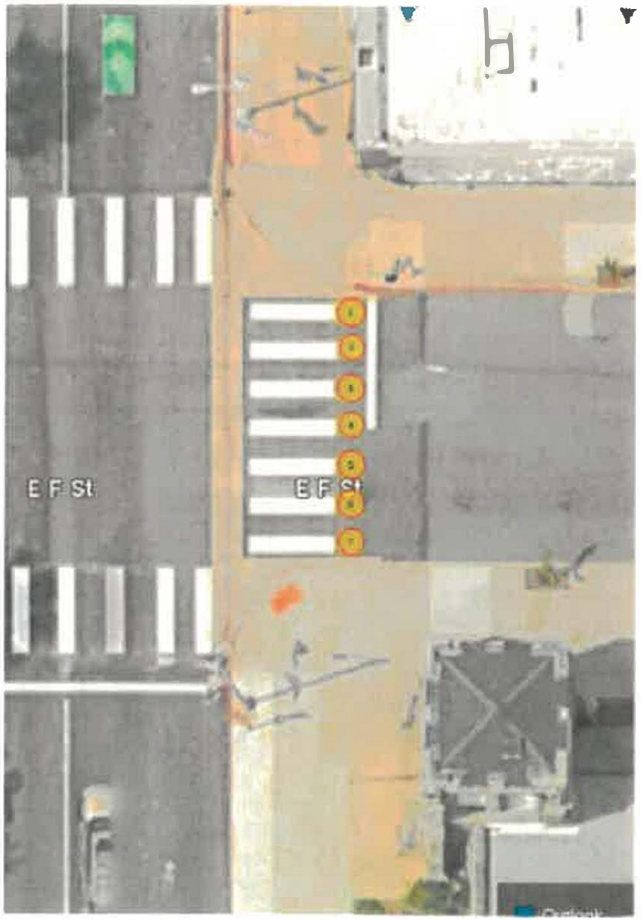

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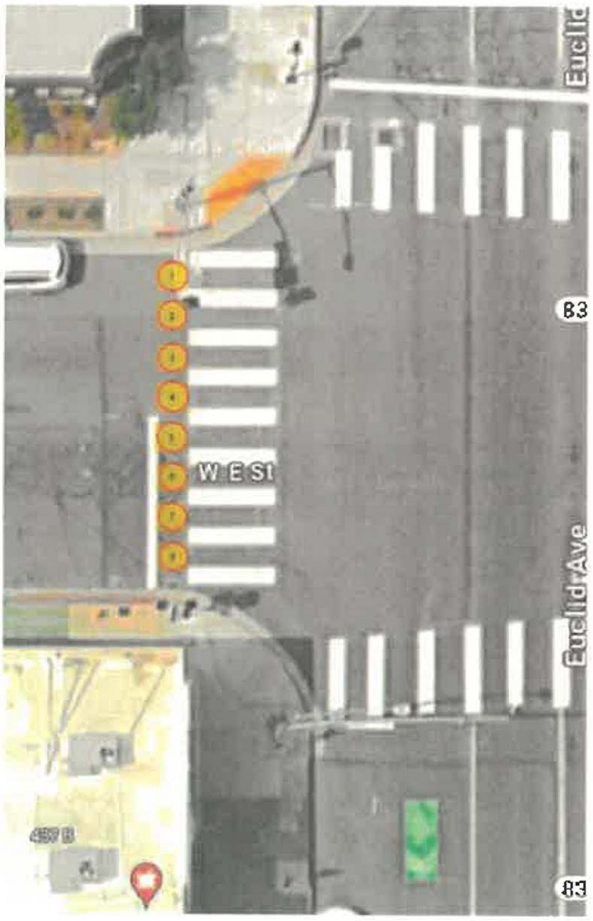

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Exhibit B
Delivery Schedule

DELIVERY SCHEDULE

Vendor shall indicate number of days from the time bis is approved by City Council, or issue of Purchase Order to first delivery of containers.

Materials will be delivered to the Ontario Municipal Service Center, 1425 South Bon View Avenue, Ontario, CA 91761.

Exhibit C
Fee Schedule

Refer to Exhibit A

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Thomas Lambertson Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST & ASSOCIATES INC. FOR ASSET MANAGEMENT PROGRAM REVIEW AND DEVELOPMENT SERVICES**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 2 to the Professional Services Agreement with West Yost & Associates Inc., of Davis, California, for Asset Management Program Review and Development Services in the amount of $1,449,126 for a new total not-to-exceed amount of $1,597,213, and a term from July 1, 2023 to June 30, 2028.

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

FISCAL IMPACT: Proposed Amendment No. 2 is for $1,449,126 for a new total not-to-exceed amount of $1,597,213. The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Water and Sewer Capital Funds for these professional services. There is no impact to the General Fund.

Under the existing Agreement and proposed Amendment, expenditures will be based on a negotiated billing rate sheet, and proposals will be requested per specific tasks between West Yost & Associates Inc. and the City.

BACKGROUND & ANALYSIS: The Ontario Municipal Utilities Company currently does not have a formal Asset Management Program (Program) for asset and maintenance management of its water production, distribution, and sewer collection systems and is currently working on developing a program. The overall benefit of a formal Program is an enhanced fiscal efficiency that maximizes

the useful life of capital investments while maintaining an optimum level of service of the water and sewer systems that serve the City's customers.

The City's combined water and sewer systems includes approximately 1,100 miles of water and sewer pipeline, over 20,000 valves, 12 water reservoirs, 19 active wells, 10,000 manholes, and 17 total booster and lift stations. The design lifespan of most facilities is 25 to 50 years, with variations based on multiple factors such as the facility type, purpose, and criticality. Most of the City's facilities are within their design life, but a significant amount are approaching or already exceed 50 years of age.

Maintenance and replacement of aging and undersized facilities is part of the City's ongoing capital improvement program as recommended by the City's master plans. A formal Program would establish performance goals, an asset organizational structure, and criteria for condition assessments. Information would be managed and integrated between the existing Cityworks and GIS data management software systems to improve data models, analytical capabilities, and prioritization of capital improvement projects and maintenance activities. The Program will enhance data-driven decisions for operations, maintenance, and replacement of facilities.

The City solicited proposals in May 2023 to conduct an analysis of the City's current practices and to prepare an Asset Management Implementation Plan (AMIP) consisting of recommended steps and their associated costs to implement a formal Program. A total of three firms responded with proposals to the solicitation and a Professional Services Agreement with West Yost & Associates Inc. was executed September 7, 2023, to perform the analysis.

On September 3, 2024 Amendment No. 1 was executed to perform the first recommended steps pertaining to asset identification, and data standards and governance elements of the AMIP. The initial elements include developing a database structure for a limited focus group of assets and data categories (reservoirs and sewer lift stations) that will serve as a guide for building the remaining asset groups (i.e. pipelines, wells, pressure reducing stations, etc.). Amendment No. 2 will first enable continued building of the focus group by populating the asset database and establishing program data standards and governance for remaining assets, conducting on-site condition assessments, establishing program staff roles and responsibilities, establishing criteria and risk framework, and finalizing the initial work for reservoirs and sewer lift stations.

Completed work from the initial focus group of assets is anticipated to guide the full scope of subsequent steps based on the complexity and interdependency of the AMIP. Tasks will be negotiated and adjusted as needed, using information from completed work to enhance the benefits and capabilities of the Program to meet the Agency's goals.

Staff is recommending approval of Amendment No. 2 to the Professional Services Agreement based upon West Yost Associates' experience, qualifications, familiarity with the Project, and performance in providing integrated project controls, assessment, and reporting services.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST YOST ASSOCIATES, INC

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and West Yost Associates, Inc., a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated September 7, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the term of the agreement to June 30, 2028, and to increase the total compensation by One Million, Four-Hundred Forty-Nine Thousand, One-Hundred Twenty-Six Dollars ($1,449,126), for a not-to-exceed compensation of One Million, Five-Hundred Ninety-Seven Thousand, Two-Hundred Thirteen Dollars ($1,597,213). The Parties have heretofore entered into that Amendment No. 1 dated September 3, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. "Section 3.1.2 – Term and 3.2.1 Compensation" of the Agreement is hereby amended in its entirety to read as follows:

Section 3.1.2 The term of this Agreement shall be from July 1, 2023 to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the

term of this Agreement if necessary to complete the Services.

Section 3.2.1 The total compensation shall not exceed One Million, Five-Hundred Ninety-Seven Thousand, Two-Hundred Thirteen Dollars ($1,597,213) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST YOST ASSOCIATES, INC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

WEST YOST ASSOCIATES, INC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

25 Edelman
Irvine CA 92618

949.420.3030 phone
530.756.5991 fax
westyost.com

February 18, 2025 SENT VIA: EMAIL

Mr. Thomas Lambertson, Principal Engineer
Ontario Municipal Utilities Company
City of Ontario
1425 S. Bon View Avenue
Ontario, CA 91761

SUBJECT: Asset Management Implementation Plan – Work Tasks Professional Services Agreement, Amendment No. 2

Dear Mr. Lambertson:

We are pleased to provide this proposal for professional consulting services under the Professional Services Agreement between the City of Ontario (City) and West Yost Associates (WY), dated September 7, 2023. The Amendment No. 2 scope of services includes of completing the following tasks associated with the City's Asset Management Implementation Plan (AMIP):

- Conduct an on-site physical inventory and visual condition assessment of assets composing reservoirs and lift stations and populate the asset register and hierarchy for both.
- Development of asset data standards and an asset data governance plan.
- Development of asset management roles and responsibilities.
- Development and documentation of an all-assets Levels of Service (LOS) framework and develop LOS measures for reservoirs and lift stations.
- Develop an all-assets risk framework and risk scores for reservoirs and lift stations.
- Develop a change management plan and a succession plan for the asset management program.
- Create asset management plans (AMPs) for reservoirs and lift stations.
- Provide training on the use of the reservoir and lift station AMPs as part of the City's planning and decision making processes.
- Provide training on the use of Cityworks maintenance management software consistent with the reservoir and lift station AMPs.
- Complete the remaining steps recommended in the AMIP

Professional consulting services will be provided by West Yost as the prime consultant and The Ryen Group LLC (TRG) as subconsultant.

PURPOSE

The purpose of this work is to progress the recommendations within the AMIP toward establishing a formal asset management program within the City's Municipal Utilities Company (OMUC). Completion of the proposed work will take OMUC's water, recycled water, and sewer asset classes through the AMIP Change Management & Succession Plan step, and will bring reservoirs and lift stations (a subset of OMUC's assets) through the First Generation AMP and portions of the Re-Implement Cityworks step.

SCOPE OF SERVICES

This proposal describes professional consulting services anticipated to complete the scope of services. The following is a list of the key tasks necessary to perform this work:

- Task 1. Strategic Planning, Project Management & Contract Administration
- Task 2. Amendment Kickoff Meeting
- Task 3. Finalize Asset Data Standards and Asset Data Governance Plan
- Task 4. Asset Management Roles and Responsibilities
- Task 5. Define Levels of Service
- Task 6. Site Assessment – Reservoirs and Lift Stations
- Task 7. Risk Framework
- Task 8. Change Management and Succession Plan
- Task 9. First Generation Asset Management Plans
- Task 10. Training Use of AMP
- Task 11. Cityworks Training
- Task 12. Complete Remaining AMIP Steps

A detailed description of work proposed under each task is included in the sections that follow.

Task 1: Strategic Planning, Project Management & Contract Administration

The objective of Task 1 is to provide strategic planning, project management, and contract administration for the duration of this Amendment scope of services. This Task includes:

- Strategic Planning
  - Coordinate with the City to initiate the work, develop strategies for successful completion of the scope, and identify how future work within the AMIP should be completed or modified to better align with evolving City needs and priorities.
- Project Management and Contract Administration
  - Prepare for and attend biweekly progress meetings with City Program Manager and prepare meeting agendas and notes.
  - Conduct biweekly internal project team meetings between prime consultant and subcontractor.
  - Manage project budget, scope, and schedule.
  - Prepare a Project Action Plan which outlines the agreed-upon Project schedule and milestones.
  - Manage and coordinate with subconsultants.

— Prepare and submit monthly invoices and progress reports.

Task 1 Assumptions

- Biweekly project status meetings will be held virtually.
- Monthly progress reports will be included with monthly invoicing.
- Contract administration activities will be performed for the duration of work that is authorized by this Amendment only.

Task 1 Deliverables

- Meeting agendas and meeting notes
- Monthly progress reports and invoices
- Project Action Plan
- Other relevant materials and subconsultant documentation

Task 2: Amendment Kickoff Meeting

The objective of Task 2 is to align the City with the tasks and deliverables within the Amendment and to begin socializing initial frameworks and draft templates of the following:

- The methodology for the on-site asset inventory and visual condition assessment of the reservoirs and lift stations.
- An asset data standard and asset data governance plan.
- An asset management roles and responsibilities plan.
- An all-assets LOS framework.
- An all-assets risk framework.
- A change management plan and succession plan.
- An AMP.
- Training on the use of AMPs within the City's planning and decision-making processes.
- Configuration of Cityworks maintenance management software consistent with AMPs.

This task includes preparing for, facilitating, and developing notes and actions items of the Amendment Kickoff Meeting with City staff. The purpose of the kickoff meeting is to align everyone on the objectives of this Amendment, to develop an Amendment action plan, and to discuss assumptions and potential risks associated with the scope, schedule, and budget. The meeting will also include a presentation of initial drafts of the above enumerated documents, frameworks, and plans. Initial feedback from the City will be incorporated into the documents in subsequent Tasks.

Task 2 Assumptions

- Essential City Staff will attend kickoff meeting, including at a minimum the City's asset Manager and members of the Asset Management Steering Committee.
- Kickoff meeting held in-person at City facilities for a duration of 4 hours.
- City will receive, review, and prepare comments on initial drafts prior to the kick-off meeting to facilitate best use of time.
- All initial drafts will use industry standard default content. Subsequent tasks (below) will refine the industry standard drafts to be unique to the City's needs and incorporate City feedback and consultant's review of existing City documentation.
- City will receive initial drafts at a minimum 4 weeks prior to the kickoff meeting.

Task 2 Deliverables

- Kickoff meeting agenda, presentation materials, and meeting notes.

Task 3: Finalize Asset Data Standards and Asset Data Governance Plan

The objective of Task 3 is to incorporate City feedback into the initial draft asset data standards document and the initial draft asset data governance plan and produce final versions of each. This Task is estimated to require three workshops, two for the asset data standards (one for water & recycled water assets, and one for sewer assets - to respect the business focus of each audience) and one for asset data governance (which is asset agnostic and centered on IT, GIS, CMMS, and Asset Management staff). Both the asset data standards and the asset data governance plan will address assets comprised of the water, recycled water, and wastewater asset classes.

Workshops are proposed to be on-site, however, based on the outcome of City feedback from Task 2, they can be remote if the City chooses.

This Task includes the following:

- Review and confirmation of City's current practices and documentation for asset data standards and asset data governance which includes reviewing existing documentation, reports, policies, etc. that may exist within the IT department, GIS (City and OMUC), and other relevant sources as suggested by the City.
- Develop revised documents based on document review and City comments.
- Preparation for and facilitation of workshops to refine the draft documents.

Task 3 Assumptions

- Workshops will be held on either the same day or on two consecutive days if they are on site.
- Essential City staff will attend the workshops.
- Ad-hoc meetings will be required outside of the workshops for clarifications and questions, up to 10 hours.
- Industry standard templates will require minimal editing to meet the City's needs.

Task 3 Deliverables

- Two Data Standards Workshops – 1.5 hours each (on-site or remote)
- One Data Governance Plan Workshop – 1.5 hours (on-site or remote)
- Final Asset Data Standards Technical Memorandum (TM) for water, recycled water, and sewer assets
- Final Asset Data Governance Plan for water, recycled water, and sewer asset data

Task 4: Asset Management Roles and Responsibilities

The objective of Task 4 is to incorporate City feedback from the Kickoff Meeting into a final Asset Management Roles and Responsibilities RACI (Responsible, Accountable, Consulted, Informed) matrix. The RACI matrix defines the roles and responsibilities of City staff within the asset management system. Roles and responsibilities will be assigned to each clause of ISO 55001 (i.e., the clauses of ISO 55001 dictate *what* activities must happen within the City that, when collectively taken, result in a functioning asset management system). The RACI matrix will be populated for the water, recycled water, and wastewater assets.

This Task includes:

- Presenting an AM RACI matrix to the City's Asset Manager.
- As needed, remote meetings with the City's Asset Manager and other staff (as required) to populate the RACI matrix.

Task 4 Assumptions

- Up to 12 remote meetings are assumed, 3 each for water, recycled water, and sewer
- Remote meetings will be up to 1 hour in duration each.
- City staff will actively participate in the assignment of RACI roles. Upon completion of the RACI matrix, the Asset Management Steering Committee will lead the phased implementation of the identified roles and responsibilities over the course of implementing the AMIP.

Task 4 Deliverables

- Initial RACI matrix for population
- Draft and final RACI matrix and TM

Task 5: Define Levels of Service

The objective of Task 5 is to establish a LOS framework for the potable water, recycled water, and sewer services provided to City customers. The creation of an LOS framework will capture qualitative and quantitative goals, objectives, and requirements (i.e., regulatory) and connect them to asset level performance goals (i.e., target average condition scores, target up-time, response times). The LOS framework connects technical measures at the asset (i.e., condition) and maintenance levels (i.e., % of preventive maintenance completions) to the 'quality of service expectations' of City customers (i.e., "safe and reliable drinking water"). This Task will incorporate City feedback on the initial document and from the Kickoff Meeting. LOS measures will be developed for reservoirs and lift stations only.

This Task includes:

- Gathering and reviewing strategic documents, regulatory documents, vision statements, master plans and other materials to establish City and other stakeholders' needs and expectations of the assets (i.e., "environmentally compliant sewer system").
- Developing a set of SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound) asset and maintenance goals that when achieved result in the City and its stakeholders receiving services at expected levels of quality.
- On-site workshops to develop and refine City & stakeholder goals and expectations and to develop asset & maintenance performance SMART goals.

Task 5 Assumptions

- Two on-site workshops at City facilities for 3 hours each time (one for water and recycled water; one for sewer).
- Essential City staff will attend the workshops.
- The LOS methodology will follow industry standards as defined by the International Infrastructure Management Manual (IIMM) (This is consistent with the current AMIP)
- The City will have three or fewer City/Stakeholder LOS goals (typical) and over time may add more asset management matures at the City.
- Asset and maintenance performance goals and measures developed for use in the workshop will include the following:
  - **For assets:** Condition, Risk, Age
  - **For maintenance:** Up-time, Percent of scheduled PMs completed on time, Percent of total work that is reactive maintenance, Response time to asset failure (main break, SSO, Pump failure, etc.)

Task 5 Deliverables

- Initial set of LOS goals (City and Stakeholder, Asset and Maintenance)
- Draft and Final LOS TM Including: LOS framework for water, recycled water and sewer assets; LOS goals and measures for reservoirs and lift stations

Task 6: Site Assessment – Reservoirs and Lift Stations

The objective of Task 6 is to carry out a physical on-site asset inventory of reservoirs and lift stations to populate the asset register (which will be organized by the existing asset hierarchies for each). During the site assessment each asset will receive a visual condition assessment that will be recorded into the asset register. We will assist the City with loading the newly populated asset register (for reservoirs and lift stations) into Cityworks.

Task 6 Assumptions

- City will provide one (1) or more staff to facilitate site assessments
- Site assessments will require 16 hours (two full days) for reservoirs and 16 hours (two full days) for lift stations, and will be completed in a single consecutive four-day effort barring unforeseen schedule conflicts of consultants or City staff
- City staff will perform future site assessments using the methodology developed in this Amendment
- Consultant will advise and support the City's Cityworks technical administrator in loading reservoir and lift station assets consistent with the asset hierarchy (Consultant is assumed to have no access to the City's Cityworks environment). 40 hours is allocated for this effort.

Task 6 Deliverables

- Physical on-site asset inventory and condition scoring, in a MS Excel file
- Populated asset register and hierarchy for reservoirs and lift stations, in a MS Excel file

Task 7: Risk Framework

The objective of Task 7 is to develop an all-assets risk framework. Risk refers to the probability of an asset failing (PoF) and the consequences should that asset fail (CoF). Assets with higher CoF often warrant greater preventive maintenance activities and/or being renewed or replaced sooner (i.e., before reaching certain age or condition thresholds) than assets with lower CoF measures. An 'all-assets' risk framework enables the City to compare risk across a wide range of assets on an "apples to apples" basis when making investment or maintenance decisions. Actual risk scores will be developed and assigned to assets in the water, recycled water, and wastewater asset classes.

This task includes:

- Risk framework finalization workshop to review incorporation of City's feedback on the initial risk framework
- Evaluation of risk and assignment of risk scores to assets

Task 7 Assumptions

- Two remote workshops, one for water (potable and recycled) and one for wastewater, 2 hours each
- Additional ad-hoc meetings will occur as needed, remote, and are assumed to be up to 20 hours.
- Essential City staff will attend workshops
- Initial PoF scores will be a function of age or condition
- Initial CoF scores will be developed from the professional judgement of key City staff and their understanding of the assets and the consequences should they fail

Task 7 Deliverables

- Draft and Final TM, including an all-assets risk framework
- Assigned risk scores, in a MS Excel file (amendment to the asset registry developed in Task 6)

Task 8: Change Management and Succession Plan

The objective of Task 8 is to create a Change Management Plan and a separate Succession Plan. The Change Management Plan identifies core teams within the City that support each step in the AMIP, the change in business processes the AMIP Step(s) will create, documentation of these changes, and how the changes will be communicated. The Change Management Plan and the RACI matrix (Task 4) work together.

The Succession Plan identifies the training, authorities, and duties of City staff that support the asset management program (the Succession Plan and also works together with the RACI matrix) and mitigates the risk of losing staff (i.e., losing the 'business capability' each staff brings to the asset management program) by defining a training plan, a promotion and/or hiring plan, and can be used to refine existing human resource (HR) processes (where feasible within HR best practices) for the purpose of ensuring the human resource stability of the asset management program.

Change Management and Succession Plans will be completed for the Asset Management Steering Committee, the Asset Manager, OMUC's GIS staff, the Cityworks administrator, and the maintenance staff for water, recycled water, and wastewater.

This task includes:

- Revision of the initial draft Change Management Plan (presented at the Kickoff Meeting) to incorporate City feedback.
- Documentation of asset management business processes the AMIP will require.
- Creation of an asset management business process communication plan, including the following topics:
  - Content
  - Cadence
  - Ownership of the plan
- Revision of the initial draft Succession Plan (presented at the Kickoff Meeting) to incorporate City feedback.
- Documentation of the training, authorities, and duties of City staff that have RACI roles within the asset management program.
- Documentation of assumed / reasonably expected staff turnover across the RACI with target replacement windows to fill positions as staff turnover occurs.
- Documentation of current HR processes for promoting and/or hiring staff to address turnover and the risks and opportunities of these processes with respect to impacts on the asset management program.

Task 8 Assumptions

- Ad-hoc calls, Teams meetings, and emails will be held to move the draft deliverables to final. 20 hours allocated for this effort
- City possesses and will provide organizational charts, business process diagrams, training requirements, educational requirements, years of experience requirements, job descriptions, and other documentation as necessary. The City will provide professional judgement where documentation does not exist.
- All work will be completed remotely for this task.

Task 8 Deliverables

- Draft and Final Change Management Plan
- Draft and Final Succession Plan

Task 9: First Generation Asset Management Plans

The purpose of Task 9 is to create first generation asset management plans for reservoirs and lift stations. An asset management plan (AMP) is a tactical document that specifies the maintenance and capital improvement activities to be performed for assets in order to achieve targeted asset performance goals (i.e., target condition levels, target response times to reactive maintenance, etc.) and in-turn deliver services at desired levels of quality (i.e., attain LOS goals). The AMP lays out the forecasted cost to carry out these actions over a minimum of 20 years. This allows the AMP to be a key input into larger City financial planning processes. The AMP is a key reference document for how and why the City's computerized maintenance management system is configured and used the way it is (or will be).

The term 'first generation' is used because asset management plans (AMPs) are continuously evolving documents. In the course of developing the City's first AMPs many unknowns will become known, such as asset level data availability, quality, quantity, resource bottlenecks, etc. Each AMP contains a section detailing recommended improvement actions (that are practical and achievable) to be carried out that will facilitate incremental improvement in the AMP itself and an asset management decision-making process. AMPs are updated on a formal schedule, ranging from annually to every 5 years based on the nature of the assets they address.

This task includes:

- Incorporating City feedback into the initial draft AMP templates (from Kickoff meeting).
- Populating the AMP templates with LOS, Risk, and RACI content from previous Tasks
- On-site workshops to capture the following:
  - Specific maintenance activities required to meet asset performance goals from LOS measures
  - Specific capital rehab/renewal activities required to meet asset performance goals from LOS measures
  - Costs for the above
- A 20 – 100 yr financial forecast (City to choose duration, recommend 100 yr, no cost impact) of asset condition under current funding scenario, a 2nd forecast of financial requirements to meet target LOS goals, and an analysis of 'funding gap'.
- Documentation of improvement opportunities to be carried out prior to AMP revision to facilitate continuous improvement in asset management.

Task 9 Assumptions

- On-site maintenance activities workshops:
  - Reservoirs: 1 workshop, 3 hours, on-site
  - Lift Stations: workshop, 3 hours, on-site
- On-site capital rehabilitation and replacement workshops:
  - Reservoirs: 1 workshop, 3 hours, on-site
  - Lift Stations: 1 workshop, 3 hours, on-site
- Above workshops to occur over two separate trips that are two consecutive days each.
- Two long term forecasts of asset condition will be developed:
  - (1) Current funding scenario
  - (2) Required funding scenarios to achieve LOS
  - Forecasts will use estimated service lives (provided by City professional judgement) deteriorated over a curve modeling condition with rehab or replacement interventions to occur at thresholds set by City professional judgement, intervention costs will be estimates provided by City professional judgement, and forecast will be done using Consultant's lifecycle cost modeling tools.

Task 9 Deliverables

- Draft and Final Reservoir Asset Management Plan
- Draft and Final Lift Station Asset Management Plan

Task 10: Training Use of AMP

The purpose of Task 10 is to provide training to a cross section of City business areas in how to understand the content of the AMPs and use the information they contain to support decision-making processes. For example, AMPs contain the best available asset level information regarding condition, and the cost of the activities carried out to maintain or improve asset conditions. This information should be incorporated into the development of capital improvement plans, financial plans, and human resourcing plans. The continuous improvement section of the AMP should inform decisions to improve data quality, hire contractors to perform asset inventories or carry out condition assessments, or to invest in software and/or technology tools. AMP training will expose City business functions to the role they play in the asset management decision-making process and how AMPs are a key input to decision making.

Task 10 Assumptions

- Workshops will be 1.5 hours per group (4 groups total) and held on-site at City facilities
- Workshops will be held over two consecutive days
- Essential City staff will attend workshops
- At least the City's Asset Manager and two members of the Asset Management Steering Committee will attend all workshops

Task 10 Deliverables

- AMP training workshops with the following groups:
  - Capital Investment Planning
  - Finance
  - IT, GIS, Cityworks administrators
  - Top management (City Manager, CFO, City Engineer, Human Resources)

Task 11: Cityworks Training

The purpose of Task 11 is to provide training and advisory service to the Cityworks administrator in configuring Cityworks consistent with the AMPs. Training will also include end user training for reservoir and lift station maintenance staff, supervisors, and the City's Asset Manager. Training will include use of mobile devices for completing work orders and inspections, service requests, reporting, and dashboarding of asset and maintenance information (counts, condition, risk, maintenance histories, costs, trends, etc.).

Task 11 Assumptions

- If on-site, training will be completed over a maximum of 2 trips: 2 days duration each trip
- Fee for travel to be converted to additional services hours at City's discretion if Cityworks training is held remotely.
- City has a Cityworks administrator that is fully proficient in the technical administration of Cityworks, and will make this person available to consultant as needed to support training.
- City has a GIS staff member that is highly proficient in the Esri ArcGIS software suite and is also highly proficient with water, recycled water, and sewer GIS data.
- City has mobile devices for field use of the Cityworks mobile applications
- City is fully licensed with ArcGIS Enterprise

Task 11 Deliverables

- 60 hours of on-site or remote training, with City; topics TBD per best value to City.

Task 12: Complete Remaining AMIP Tasks

The purpose of Task 12 is to identify and complete all remaining work to achieve the recommended steps as described in the AMIP. The remaining work from the AMIP primarily consists of the Dependencies, Assumptions, and Recommended Work Actions described in AMIP Steps 7 through 13 as listed:

- Step 7 – First Generation Asset Management Plan (all remaining assets)
- Step 8 – Streamline and Standardized Inventory
- Step 9 – Re-Implement Cityworks
- Step 10 – Expand and Solidify Asset Management Tools
- Step 11 – Data Driven Maintenance Decision Making
- Step 12 – Long Term Funding Plan
- Step 13 – Asset Management Decision Making

Task 12 Assumptions

- The work to be completed in Tasks 1 through 11 of this amendment will provide guidance and will be incorporated into the detailed scope of work required to complete Task 12 (Steps 7 through 13 of the AMIP, listed above). Any recommendations or City requested deviations from the scope presented in the AMIP will be discussed with the City Asset Management Steering Committee and program/project management staff. However, the goal remains to develop asset management plans that meet the City's operational and management needs.
- The budget for Task 12 is based on the top end of the ranges provided in the AMIP. The final scope of work and schedule will be determined through negotiation once sufficient information is available for task definition.

FEE ESTIMATE

The fee estimate for performing the scope of services described above is summarized by Task in Table 1. As described above, the budget for Task 12 is based on ranges provided in the AMIP and the final scope of work will be determined once Tasks 1 through 11 are complete and/or sufficient information is available for task definition.

Table 1. Amendment No. 2 – Estimated Fee Summary

Task	Estimated Budget, dollars
Task 1. Strategic Planning, Project Management & Contract Administration	$27,960
Task 2. Amendment Kickoff Meeting	$80,780
Task 3. Finalize Asset Data Standards and Asset Data Governance Plan	$39,466
Task 4. Asset Management Roles and Responsibilities	$61,348
Task 5. Define Levels of Service	$81,258
Task 6. Site Assessment – Reservoirs and Lift Stations	$40,000
Task 7. Risk Framework	$68,308
Task 8. Change Management and Succession Plan	$74,724
Task 9. First Generation Asset Management Plans	$43,502
Task 10. Training Use of AMP	$7,850
Task 11. Cityworks Training	$16,430
Task 12. Complete Remaining AMIP Steps	$907,500
Total Amendment No. 2 Budget	**$1,449,126**

A detailed breakdown of the fee estimate is contained in Attachment A. Billing rates will be updated annually and work on this Amendment will be billed on a time and materials basis in accordance with our existing Professional Services Agreement. Current billing rates are included in Attachment B.

The fee estimate provided in this proposal represents an estimate of the anticipated level of effort required to complete the Tasks described above. Should the actual effort required to complete the proposed Tasks be less than anticipated, the amount billed will be less than the total fee estimate. Conversely, should the actual effort to complete the proposed Tasks be greater than anticipated, additional fee authorizations will be requested. Bi-weekly project management meetings and monthly reports will provide continuous updates to the City regarding project scope, schedule, and budget. Our proposal amount will not be exceeded unless authorized to do so in writing by the City.

SCHEDULE

The time required to complete various activities is dependent, in part, on the time required for review of the draft deliverables by the City. For overall scheduling purposes, we have assumed that the duration of the City review of the draft deliverables will be four weeks. West Yost will provide responses to City review comments within one week of receiving comments on a particular submittal. The project schedule will be agreed to and actively managed in the Project Action Plan. It is expected the work for Tasks 1 through 11 will be completed by June 30, 2026 (end of fiscal year 25/26) based on a notice to proceed in March 2025. Task 12 is expected to be completed by June 30, 2028.

CLOSING

If you have any questions, please feel free to contact Anne Girtz at (949) 662-5994.

Sincerely,
WEST YOST

Anne Girtz, PE
Project Manager
RCE #91396

Lindsay Smith, PE
Vice President
RCE#72996

Attachment A: West Yost 2025 Fee Estimate
Attachment B: West Yost 2025 Billing Rate Schedule

Attachment A

West Yost 2025 Fee Estimate

	Senior Engineer II	Subconsultant (TRG)	QC Review & Admin				
				Labor		Costs	
West Yost Associates				Hours	Fee	Other Direct	Total Costs
PROJECT: OMUC - AMIP Work Tasks - Amendment No. 2	$300 A. Girtz	$210 R. Tarbet	$127				
Task 1 Strategic Planning, PM, Contract Admin							
1.1 Strategic Planning & Contract Admin	8	16		24	$5,760		$5,760
1.2 Bi-Weekly PM Meetings, Agendas, Notes	16	40		56	$13,200		$13,200
1.3 Monthly Progress Reports	16	20		36	$9,000		$9,000
Subtotal, Task 1 (hours)	**40**	**76**					
Subtotal, Task 1 ($)	**$12,000**	**$15,960**			**$27,960**	**$0**	**$27,960**
Task 2 Kickoff Meeting & Deliverables Familiarization							
2.1 Prepare for Kickoff Meeting (Initial Drafts)	16	140		156	$34,200		$34,200
2.2 Hold Kickoff Meeting - Onsite 4 hrs.	8	8		16	$4,080	$1,250	$5,330
2.3 Develop Amendment Action Plan	4	25		29	$6,450		$6,450
2.4 Consolidate City Feedback on Initial Drafts	4	120		152	$34,800		$34,800
Subtotal, Task 2 (hours)	**32**	**293**					
Subtotal, Task 2 ($)	**$9,600**	**$61,530**			**$79,530**	**$1,250**	**$80,780**
Task 3 Finalize Asset Data Stds. & Asset Data Gov. Plans							
3.1 Prepare for Asset Data Standards Workshop	4	20		24	$5,400		$5,400
3.2 Prepare for Asset Data Governance Workshop	4	20		24	$5,400		$5,400
3.3 Hold Stds. Workshop - Onsite 3hrs.	8	10		18	$4,500	$1,250	$5,750
3.4 Hold Gov. Workshop - Onsite 1.5hrs.	8	10		18	$4,500		$4,500
3.5 Ad Hoc. Meetings	4	10		14	$3,300		$3,300
3.6 Develop Final Asset Data Stds. Doc.	6	25	4	35	$7,558		$7,558
3.7 Develop Final Asset Data Gov. Doc.	6	25	4	35	$7,558		$7,558
Subtotal, Task 3 (hours)	**40**	**120**	**8**	**168**			
Subtotal, Task 3 ($)	**$12,000**	**$25,200**	**$1,680**		**$38,216**	**$1,250**	**$39,466**
Task 4 AM Roles & Responsibilties RACI Matrix							
4.1 Deliver Initial RACI Matrix to City AM Mgr.	16	90		106	$23,700		$23,700
4.2 As Needed Remote Meetings (up to 12 est.)	12	24		36	$8,640		$8,640
4.3 Final RACI Matrix	18	110	4	132	$29,008		$29,008
Subtotal, Task 4 (hours)	**46**	**224**	**4**	**274**			
Subtotal, Task 4 ($)	**$13,800**	**$47,040**	**$840**		**$61,348**	**$0**	**$61,348**
Task 5 Define Levels of Service							
5.1 LOS with Kickoff Meeting Feedback Updates	30	60		90	$21,600		$21,600
5.2 Refinement of SMART Goals	8	50		58	$12,900		$12,900
5.3 Onsite Workshops (W & RW, S) 6 hrs.	8	10		18	$4,500	$1,250	$5,750
5.4 Develop final LOS for reservoirs & lift stations	30	150	4	184	$41,008		$41,008
Subtotal, Task 5 (hours)	**76**	**270**	**4**	**350**			
Subtotal, Task 5 ($)	**$22,800**	**$56,700**	**$840**		**$80,008**	**$1,250**	**$81,258**
Task 6 Onsite Asset Inventory & Visual Condition Assessment							
6.1 Pull feedback into assessment methodology	16	20		36	$9,000		$9,000
6.2 Pull feedback into condition methodology	16	20		36	$9,000		$9,000
6.3 Prepare for and conduct assessments	16	16		32	$8,160	$2,500	$10,660
6.4 Populate asset register & hierarchy		20		20	$4,200		$4,200
6.5 Load reservoirs and liftstations into Cityworks		34		34	$7,140		$7,140
Subtotal, Task 6 (hours)	**48**	**110**	**0**	**158**			
Subtotal, Task 6 ($)	**$14,400**	**$23,100**	**$0**		**$37,500**	**$2,500**	**$40,000**
Task 7 Risk Framework							
7.1 Pull feedback into draft risk framework	20	40		60	$14,400		$14,400
7.2 Develop PoF scores - age/condition based	20	30		50	$12,300		$12,300
7.3 Develop CoF scores - professional judgement	30	30		60	$15,300		$15,300
7.4 Prepare & Hold Remote Workshop x 2, 2hrs.	10	10		20	$5,100		$5,100
7.5 Ad Hoc. Meetings	10	10		20	$5,100		$5,100
7.6 Assign risk scores to reservoirs and lift stations	10	60	4	74	$16,108		$16,108
Subtotal, Task 7 (hours)	**100**	**180**	**4**	**284**			
Subtotal, Task 7 ($)	**$30,000**	**$37,800**	**$840**		**$68,308**	**$0**	**$68,308**
Task 8 Change Mgt. Plan & Succsion Plan							
8.1 Pull feedback into draft plans	8	40		48	$10,800		$10,800
8.2 CMP - document AMIP business processes	8	60		68	$15,000		$15,000
8.3 CMP - content, cadence, ownership	8	40		48	$10,800		$10,800
8.4 SP - document training, authorities, duties, HR	8	40		48	$10,800		$10,800
8.5 Finalize CMP	8	60	6	74	$15,762		$15,762
8.6 Finalize SP	8	20	6	34	$7,362		$7,362
8.7 Ad-hoc meetings		20		20	$4,200		$4,200
Subtotal, Task 8 (hours)	**48**	**280**	**12**	**340**			
Subtotal, Task 8 ($)	**$14,400**	**$58,800**	**$2,520**		**$74,724**	**$0**	**$74,724**
Task 9 First Generation Asset Management Plan							
9.1 Pull AMP feedback into initial draft	4	16		20	$4,560		$4,560
9.2 Populate AMP with LOS, Risk, RACI		16		16	$3,360		$3,360
9.3 Prepare & Hold maint. and R&R workshops - onsite 12 hours		24		24	$5,040	$2,500	$7,540
9.4 Ad hoc. Meetings to clarify workshop findings	4	20			$5,400		$5,400
9.5 Run financial vs. LOS forecasts		40		40	$8,400		$8,400
9.6 Document 'funding gaps'	2	10		12	$2,700		$2,700
9.7 Continuous improvements	2	10		12	$2,700		$2,700
9.8 Finalize AMPs for Reservoirs and Liftstations	8	21	16	45	$8,842		$8,842
Subtotal, Task 9 (hours)	**20**	**157**	**16**	**169**			
Subtotal, Task 9 ($)	**$6,000**	**$32,970**	**$3,360**		**$41,002**	**$2,500**	**$43,502**
Task 10 Asset Management Plan Training							
10.1 Prepare and hold traing - 4 groups - onsite - 1.5hrs each group	8	20		28	$6,600	$1,250	$7,850
Subtotal, Task 10 (hours)	**8**	**20**	**0**	**28**			
Subtotal, Task 10 ($)	**$2,400**	**$4,200**	**$0**		**$6,600**	**$1,250**	**$7,850**
Task 11 Cityworks Training							
11.1 Cityworks Training		60		60	$12,600		$12,600
11.2 Onsite, 2 trips, 2days each				0	$0	$3,830	$3,830
Subtotal, Task 11 (hours)	**0**	**60**	**0**	**60**			
Subtotal, Task 11 ($)	**$0**	**$12,600**	**$0**		**$12,600**	**$3,830**	**$16,430**
Task 12 Completion of Remaining AMIP Tasks							
12.1 Step 7 - First Gen AMPs	250	550	24	824	$193,548		$193,548
12.2 Step 8 - Streamline and Standadize Inventory	25	200	8	233	$50,516		$50,516
12.3 Step 9 - Re-Implement Cityworks	100	900		1000	$219,000		$219,000
12.4 Step 10 - Expand and Solidify AM Tools	40	395	8	443	$95,966		$95,966
12.5 Step 11 - Data Driven Maintenance Decision Making	220	500	8	728	$172,016		$172,016
12.6 Step 12 - Long Term Funding Plan	60	260	16	336	$74,632		$74,632
12.7 Step 13 - AM Decision Making	100	331	8	439	$100,526	$1,296	$101,822
Subtotal, Task 12 (hours)	**100**	**331**	**8**	**439**			
Subtotal, Task 12 ($)	**$30,000**	**$69,510**	**$1,680**		**$906,204**	**$1,296**	**$907,500**
TOTAL (hours)	**458**	**1790**	**48**	**1831**			
TOTAL ($)	**$137,400**	**$375,900**	**$10,080**		**$527,796**	**$13,830**	**$1,449,126**

Attachment B

West Yost 2025 Billing Rate Schedule

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$373
Engineer/Scientist/Geologist Manager I / II	$352 / $369
Principal Engineer/Scientist/Geologist I / II	$317 / $338
Senior Engineer/Scientist/Geologist I / II	$286 / $300
Associate Engineer/Scientist/Geologist I / II	$237 / $255
Engineer/Scientist/Geologist I / II	$185 / $215
Engineering Aide	$111
Field Monitoring Services	$138
Administrative I / II / III / IV	$102 / $127 / $152 / $168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$366 / $369
Principal Tech Specialist I / II	$336 / $348
Senior Tech Specialist I / II	$308 / $321
Senior GIS Analyst	$278
GIS Analyst	$264
Technical Specialist I / II / III / IV	$196 / $224 / $251 / $280
Technical Analyst I / II	$141 / $168
Technical Analyst Intern	$113
Cross-Connection Control Specialist I / II / III / IV	$147 / $159 / $179 / $198
CAD Manager	$222
CAD Designer I / II	$172 / $194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$355
Construction Manager I / II / III / IV	$211 / $226 / $239 / $303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$190 / $211 / $235 / $244
Apprentice Inspector	$172
CM Administrative I / II	$91 / $124
Field Services	$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NOSSAMAN LLP FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER AND WASTEWATER MATTERS**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with Nossaman LLP of Los Angeles, California, for legal and technical services relating to water supply, water rights, and wastewater matters in the amount of $1,200,000 for a total not-to-exceed contract amount of $3,600,000 within the existing term of July 1, 2024, through June 30, 2026.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Water Operating and Sewer Operating Funds for these services. If approved, additional appropriations in the Water and Sewer Operating Funds will be included in the next Quarterly Budget Update Report to the City Council, as needed. There is no impact to the General Fund.

Under the existing Agreement and proposed amendment, expenditures will be based on a negotiated billing rate sheet, and proposals will be requested per specific tasks between Nossaman LLP (Nossaman) and the City. Any increases to the billing rates will be negotiated at the City's discretion.

BACKGROUND & ANALYSIS: The City has historically used Nossaman for legal and technical representation regarding water supply, water rights, and wastewater matters. Nossaman's involvement will be critical for the continuation of several multi-year efforts and emerging regional

topics anticipated over the next few years.

The City's multi-year efforts to achieve several goals include ensuring the protection of our local water supply, mitigating impacts on consumer costs, and maintaining recycled water rights through collaboration with the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster). Other efforts include the Meter Equivalent Unit (MEU) charge, regional sewage contract, and regional projects.

The additional funds requested were evaluated based on the status of matters and will ensure the continuity of legal services central to preserving and managing Ontario's utility resources and services to its community. The proposed action on these efforts is consistent with the City Council's direction to the City Manager to engage in settlement discussions and pursue legal actions if necessary and as appropriate.

NOSSAMAN LLP

ATTORNEYS AT LAW

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ffudacz@nossaman.com

Refer To File # 280856-0002

February 4, 2025

Mr. Scott Burton
Utilities General Manager
City of Ontario
1425 South Bon View Avenue
Ontario, California 91761

Re: **Amendment No. 1 to Engagement Agreement for Legal Services as Special Counsel for Water and Wastewater Issues – Fiscal Years 2024/2025 through 2025/2026**

Dear Scott:

We are very pleased to have the opportunity to continue to provide legal services to the City of Ontario ("City" or "Client") pursuant to this Amended Engagement Agreement ("Agreement") covering the period fiscal years 2024/2025 through 2025/2026. (The terms "you" and "yours" as used in this letter shall refer to the City, and the terms "we", "us" and "ours" shall refer to Nossaman LLP ("Nossaman" or the "Firm")). We expect that these services will be provided principally by attorneys resident in our Los Angeles Office, although we may call upon attorneys in our other offices to provide advice or assistance on your matter if appropriate. This letter will serve to record our Agreement of the terms and conditions of our representation.

1. You have asked us and we agree to represent the City with respect to matters related to the City's water rights, water supply, water rates, water quality, and wastewater issues (the "Services").

2. On matters covered by this Agreement, we agree to provide such legal Services as we determine are reasonably required to represent you, to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention, and to respond to your reasonable inquiries. You agree to cooperate with us, to keep us informed of developments, to abide by this Agreement and to pay our statements for the Services in a timely manner.

3. We shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. We represent that we, our employees, consultants and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

4. Our fees for services provided to you pursuant to this Agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal and clerk rendering services on your matters. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services for the period beginning July 1, 2024 through and including June 30, 2026 shall not exceed $3,600,000 ("Services Cost"). Our statements for the Services will provide you with a description of such Services performed, the date they were performed, the time devoted to your matters and the specific hourly rate of the attorney, paralegal or clerk that performed the Services on your behalf.

5. The hourly rates of individuals who are currently expected to perform the Services with respect to your matters are set forth on Attachment "A" hereto and will generally be recorded and billed one-tenth hour increments. If other personnel are asked to perform the Services, you will be informed of their billing rates on the first statement following their initial service. We expect that the attorneys listed on Attachment "A" will render the bulk of the Services. From time to time, our rate structure in general, or the rates of particular attorneys, paralegals or clerks, may be increased. If so, you will be advised of the new rates. The new rates shall apply to all work performed after you have been advised of the new rates.

6. Our hourly rates apply to all time spent on your behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; conferences; preparing for and conducting trials and appeals; out of town travel; conferring with other attorneys in our firm, or with witnesses or attorneys also involved in the matter; and such other services of a professional nature as this engagement may require.

7. We will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal Services. You agree to pay for these items in addition to our fees for legal Services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters' fees; witness fees; experts' fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; long

distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

In-house services such as duplicating and fax expenses will be charged in accordance with our general Firm policies which are designed to reimburse us for our cost of providing those services. Currently, our firm charges $1.00 for outgoing faxes and $0.10 cents per page for copying. External costs and expenses are charged at our cost, including computerized research and electronic evidence data processing. Where the Firm maintains a fixed subscription contract with a vendor for computerized research, you will be charged for the actual cost incurred by the Firm during the given month which often results in substantial discounts of the vendor's regular rates. We will not charge you for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and we obtain your agreement in advance. We will not add a "handling" charge for costs and expenses incurred on your behalf.

8. We are normally not required to advance payment for any external expenses. Instead, clients agree to pay such charges directly to the vendors, in a timely manner, upon our submission of their invoices to them. We may, from time to time, but are not required to, pay minor expenses of outside vendors as a convenience to you and will then include them within our statements for Services. In addition, if you do not make timely payment to vendors, we reserve the right to pay those vendors on your behalf and include such charges in our statements and require reimbursement from you. It is important that vendors be promptly reimbursed so that we can retain good professional relationships with those vendors.

9. Our files for work prepared pursuant to this Agreement are your property. We will release our files for work performed pursuant to this Agreement to you or to anyone else you designate upon your written request delivered to the attorney in charge of this matter. However, you agree that we may, in our sole discretion, copy all or any portion of the file and charge the copying costs to you, and that we may have a reasonable period of time before releasing the documents to you or anyone else you designate in order to copy all or any portion of the files you have directed us to surrender. We will, from time to time, send portions of your files that are not currently needed to an off-site storage facility. The cost of this facility will be our sole expense. However, we are not the guarantor of the security of any off-site storage facility. Accordingly, you agree that the Firm will not be responsible for any damages which may occur as a result of the loss of any of your files which we store at an off-site storage facility. You also agree that we may, after the passage of two years without our having performed any work for you pursuant to this engagement for Services, destroy your files unless you provide us with written instruction to forward the files to you or to another person you designate.

10. You agree to keep us informed of any change in your address or telephone numbers or electronic mail address so that we may effectively communicate with you. We will also advise you promptly of any change in the Firm's business address, electronic mail address or telephone or facsimile numbers. You agree that we may communicate with you via electronic mail even though it may not be completely secure.

11. Please be advised that we have adopted a privacy policy in compliance with the requirements of the Gramm-Leach-Bliley Act, a copy of which is attached to this letter. If you have any questions concerning our Privacy Policy, please contact us.

12. To aid in your matters, it may become necessary to hire experts, consultants or investigators. Such persons will be employed by us on your behalf, not by you, so as to protect any privileged work; but we will not hire such persons unless you approve and also agree to pay their fees and charges. The responsibility to pay for their services is solely yours.

13. We will send you periodic statements for fees and costs incurred. Each statement will be payable upon presentation. If any statement or any portion thereof is not paid within 90 days, then the unpaid amount of such statement will bear interest at the maximum legal rate allowed by law, but not in excess of twelve percent (12%) interest per annum compounded monthly, and we will also have the right to withdraw as your attorneys.

14. You may discharge us as your attorneys at any time. We may withdraw as your attorneys with your consent, or for good cause. Good cause includes but is not limited to the following: your breach of this Agreement; your failure to pay our bills on time; your refusal to cooperate with us; your refusal to follow our advice on a material matter; the development of irreconcilable disagreement between you and us as to the conduct of the engagement; or any other fact or circumstance that would render our continuing representation contrary to your interests, or to law, or to the rules of professional conduct. Failure to withdraw as your attorneys on any one occasion shall not be a waiver of our right to do so if such other occasions arise.

If you discharge us, or if we elect to withdraw, you agree to secure forthwith other counsel of your own selection to represent you and, if we are your attorneys of record in any litigation, to cooperate fully in substituting such new counsel as your attorneys of record in the litigation.

15. Nothing in this Agreement and nothing in our statements to you should be construed as a guarantee or promise about the outcome of the City's matters or any phase thereof. We make no such guarantees or promises. Comments about the course or outcome of your matters or any phase thereof which we may make from time to time are expressions of opinion only. You acknowledge that the amount of legal fees and costs which may be incurred on your behalf pursuant to this Agreement is not capable of

precise prediction; and you acknowledge that we have made no guarantees or promises and that you have set no limits with regard to the cost of Services we provide you. We both acknowledge that this Agreement constitutes the entire understanding and agreement regarding our engagement to provide you with legal Services, and is intended to supersede and replace in their entirety any previously executed engagement agreements or amendments thereto.

16. If an action or proceeding is commenced to enforce this Agreement or any provision hereof, the prevailing party in such an action or proceeding shall be entitled to recover the reasonable amount of his, her or its fees and costs thereof, in addition to compensatory damages. For the purposes of enforcing this Agreement only, and as otherwise required by law, you agree that this Agreement may be disclosed to a court or arbitrator.

17. This Agreement is made under and shall be construed in accordance with the substantive laws of the State of California without reference to its choice of law rules

18. We carry professional liability insurance which would cover the Services we will be providing to you under the terms of this Agreement. That insurance is subject to a significant self-insured retention. We also carry general liability and worker's compensation and employees liability insurance in which the City is named as an additional insured and for which a waiver of subrogation in favor of the City applies. Our coverage satisfies the limits specified by the City as follows:

- $1 Million in general liability with $2 Million aggregate;
- $1 Million in automobile liability;
- $1 Million in workers' compensation liability;
- $1 Million in professional liability; and
- $1 Million cyber liability

19. The City hereby designates **Scott Burton, Utilities General Manager** ("City's Representative"), or his designee, to act as its representative for the performance of this Agreement. To the extent that City's Representative elects to appoint or designate a designee to act on his behalf for purposes of this Agreement, then City's Representative shall notify us in writing. City's Representative and his designee made known to us shall have the power to act on behalf of the City for all purposes under this Agreement. We shall not accept direction or orders from any person other than the City's Representative or his designee made known to us.

20. In the event the City Representative determines that additional Services (or work similar thereto) are required to complete the Services and the cost thereof exceeds the Services Cost, City Representative shall have the authority to use any contingency amount authorized by the City Council, to pay for such additional Services or work.

21. The term of this Agreement shall be from July 1, 2024 through and including June 30, 2026.

We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information pursuant to the privacy policy attached hereto.

If these terms are acceptable to you, please sign in the space provided below and return this Agreement to us in the envelope enclosed for your convenience.

We appreciate your confidence in our firm and look forward to working with you.

Very truly yours,



Frederic A. Fudacz
Nossaman LLP

FAF:mbw

Enclosures

cc: Courtney Jones, P.E.
Chad Nishida, P.E.

ACCEPTANCE

I have read and understand the forgoing terms and agree to them as of the date that Nossaman LLP first provided services to the City of Ontario.

Dated:_____ CITY OF ONTARIO

By:_____

Printed Name: _____

Title: _____

ATTACHMENT "A" TO AMENDMENT NO. 1 AGREEMENT - 2/4/25

Billing Rates, charged in one-tenth increments:

TIMEKEEPER	Hourly Rate
Attorneys	
Partners:	
Frederic A. Fudacz	$620.00
Robert Thornton	$620.00
David C. Lee	$620.00
Jennifer Meeker	$620.00
Ilse C. Scott	$620.00
Alexander Westerfield	$620.00
Ginia Nicholls	$595.00
Associates:	
Raven McGuane	$365.00
Alex Van Roekel	$365.00
Samantha A. Murray	$365.00
Paralegals/Clerks:	
Kameran Hedayat	$275.00
Amanda Johnston	$275.00

____FAF_____ _____
Nossaman Partner Client Initials

PRIVACY POLICY OF NOSSAMAN LLP

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain, as now required by law, our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent, or otherwise furnished to us in the performance of our engagement, as through discovery in litigation.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED OR REQUIRED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly or impliedly authorized by those clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers. In that regard, California law generally provides that lawyers are absolutely required not to reveal confidential information about clients, except as authorized by the client or as compelled by law.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Jonathan Yang Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **A CONSTRUCTION CONTRACT WITH RAMONA INC., A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP INC., AND AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH AKM CONSULTING ENGINEERS INC., AND KLEINFELDER INC., FOR THE LAUREL AVENUE SEWER MAIN IMPROVEMENTS, NOCTA STREET SEWER MAIN IMPROVEMENTS, AND NOCTA STREET PRIVATE SEWER LATERAL IMPROVEMENTS**

RECOMMENDATION:

That the City Council take the following actions:

A. Approve the plans and specifications and award Contract No. UT 1067 Laurel Avenue Sewer Main Improvements, UT 1070 Nocta Street Sewer Main Improvements, and UT 1077 Nocta Street Private Sewer Lateral Improvements to Ramona Inc., of Baldwin Park, California, in the amount of $4,340,420 plus a 15% contingency of $651,063, for a total not-to-exceed amount of $4,991,483, a term of 330 calendar days after issuance of notice to proceed, and authorize the City Manager, or designee to execute said contract and file a notice of completion at the conclusion of all construction activities related to the project.
B. Approve and authorize the City Manager, or designee to execute a Professional Services Agreement with Ardurra Group Inc., of Newport Beach, California, for a total not-to-exceed amount of $111,272 for construction engineering services and a term from March 4, 2025 to March 4, 2027.
C. Approve and authorize the City Manager, or designee to execute Amendment No. 1 to the Professional Services Agreement with AKM Consulting Engineers Inc., of Irvine, California, for a total not-to-exceed amount of $1,136,778 for construction management and inspection services and a term from June 4, 2024 to June 4, 2027.
D. Approve and authorize the City Manager, or designee to execute Amendment No. 8 to the Professional Services Agreement with Kleinfelder Inc., of Ontario, California, for a total not-to-exceed amount of $1,691,206 for geotechnical and material testing services and a term from February 7, 2023 to February 7, 2027.

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

FISCAL IMPACT: The recommended Contract award to Ramona Inc. is for $4,340,420 plus a 15% contingency of $651,063, for a total not-to-exceed amount of $4,991,483. Proposed Professional Services Agreement to Ardurra Group Inc. is for a total amount not-to-exceed $111,272. Proposed Amendment No. 1 to AKM Consulting Engineers Inc. increases the agreement by $536,778, for a total revised agreement amount of not-to-exceed $1,136,778. Proposed Amendment No. 8 to Kleinfelder Inc. increases the agreement by $135,654, for a total revised agreement amount of not-to-exceed $1,691,206. The total cost for the recommended action is $5,775,187.

The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Sewer Capital Fund for the construction and construction support services for this project. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City's Sewer Master Plan (SMP), in conjunction with maintenance cost data, has identified the need to upgrade existing sewer infrastructure within the downtown area to facilitate planned downtown economic redevelopment and housing projects. Specifically, most of the flow in the existing sewer main along the alley east of Laurel Avenue, between G Street and Holt Boulevard, will be diverted into larger-diameter mains to alleviate demand on the existing system. Diversion of this flow and construction of the new sewer main will also support redevelopment opportunities in the vicinity of this project.

The SMP has also identified the need for construction of new sewer mains and realignment of various sewer laterals and a main within private and City owned properties along Nocta Street, Allyn Avenue, and Holt Boulevard. The construction and realignment of these sewer mains will allow for the City's planned affordable housing redevelopment project at the northeast intersection of Allyn Avenue and Holt Boulevard. In order to facilitate redevelopment within the City-owned property, relocation of the existing on-site sewer mains to the public streets is necessary.

The work under this contract will construct 3,200 linear feet of 10-inch sewer main in Laurel Avenue and G Street, 1,700 linear feet of 8-inch sewer main in Nocta Street and Allyn Avenue (Exhibit "A"), realignment of the four private sewer laterals for Nocta Street properties that will flow north to the new sewer main in Nocta Street (Exhibit "B"), and connection to existing sewer systems at various street intersections. Work will also include the temporary bypassing of sewer flows, implementation of traffic control during construction activities, pavement repair, and street restoration.

On December 12, 2024, six (6) bids were received for Bid No. 1861, Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements, OMUC Contract No.s UT 1067, 1070, and 1077. The bids ranged from a low bid amount of $4,340,420 to a high bid amount of $9,011,440.

The lowest four (4) bids are summarized below:

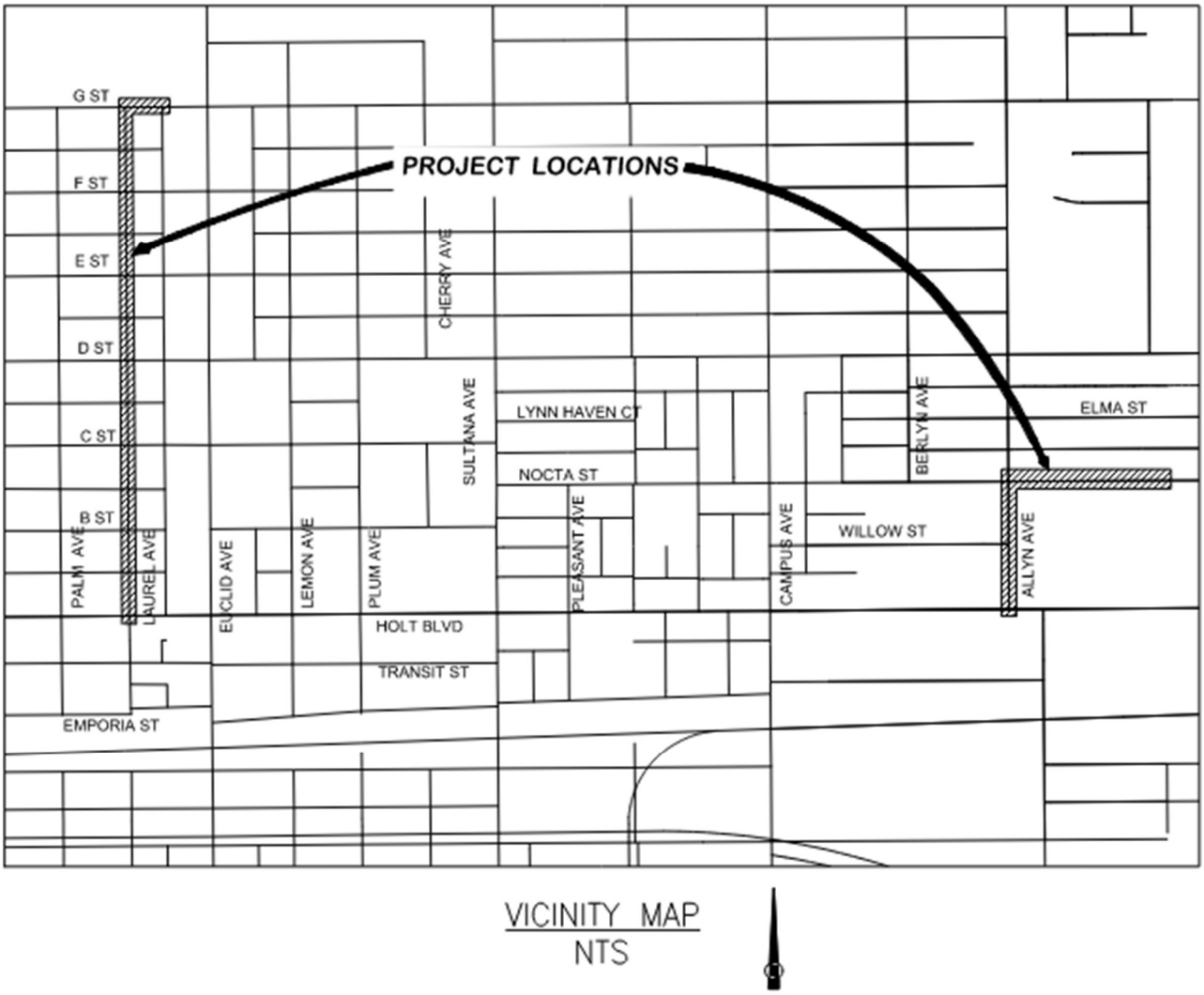
Bidder	Location	Amount
Ramona Inc.	Baldwin Park, California	$4,340,420
CEM Construction Corp	Montebello, California	$4,898,465
Norstar Plumbing & Engineering Inc.	Alta Loma, California	$5,298,157.13
T.E. Roberts Inc.	Irvine, California	$6,030,661

Various support services will be required during construction. Ardurra Group Inc. will provide construction engineering services, as they are Engineer of Record and have developed the project's plans and specifications, AKM Consulting Engineers Inc. will provide construction management and inspections services, and Kleinfelder Inc. will provide geotechnical and material testing services.

The City first contracted with AKM Consulting Engineers Inc. in June of 2024 after an extensive Request for Proposal selection processes for on-call construction management and inspection services and first contracted with Kleinfelder Inc. in March of 2023 after an extensive Request for Qualification selection processes for on-call geotechnical and material testing services.

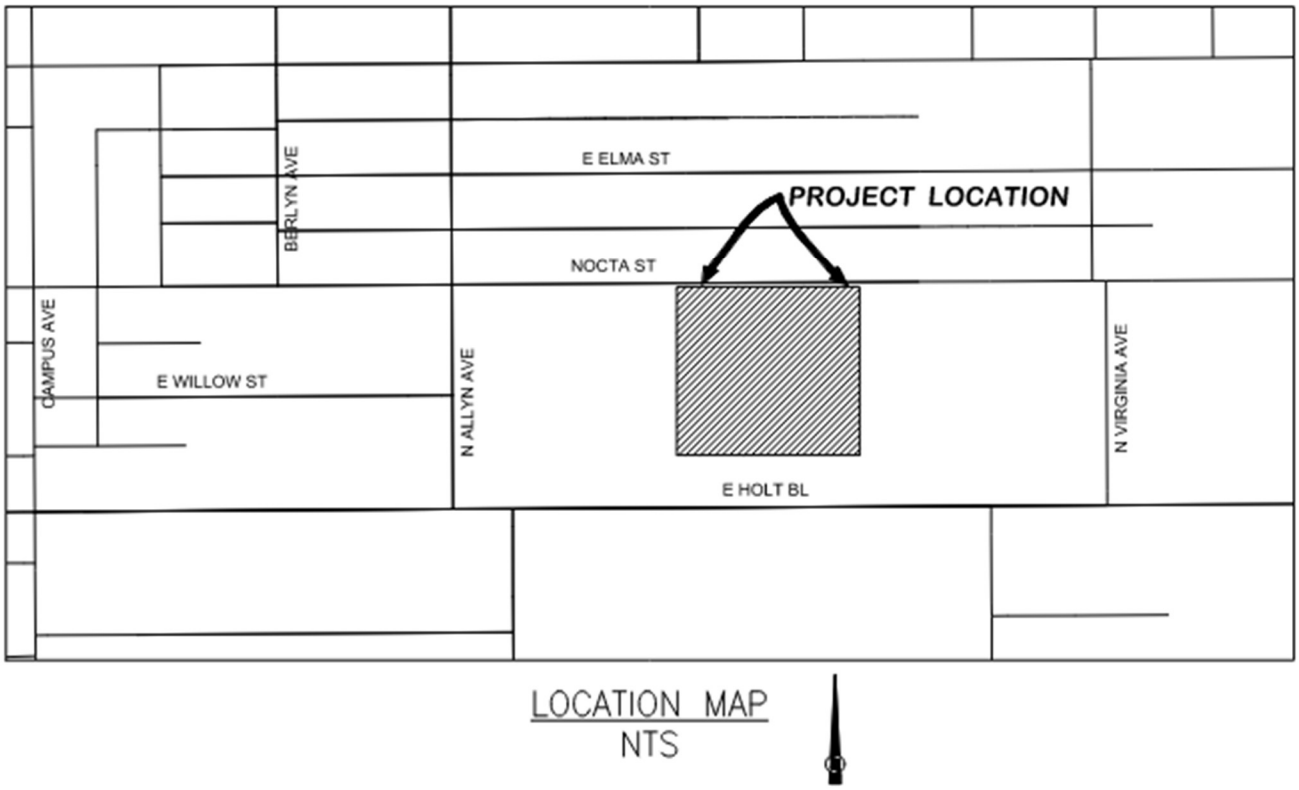
ENVIRONMENTAL REVIEW: The project has been reviewed pursuant to the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from CEQA pursuant to Article 19 Section 15031, which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of Class 1 "Existing Facilities" are exempt from the requirements of CEQA. Thus, no further CEQA analysis is required.

Exhibit "A"



VICINITY MAP
NTS

Exhibit “B”



LOCATION MAP
NTS

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Ramona Inc.**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

UT1067 LAUREL AVENUE SEWER MAIN IMPROVEMENTS, UT1070 NOCTA STREET SEWER MAIN IMPROVEMENTS, AND UT1077 NOCTA STREET PRIVATE SEWER LATERAL IMPROVEMENTS

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

ARTICLE 2. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 330 calendar days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Million, Three Hundred Forty Thousand, Four Hundred Twenty** Dollars (**$4,340,420**), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$1,000** for each and every

calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- Fleet Compliance Certification form
- Contract
- Performance Bond
- Payment Bond
- Environmental documents and approvals (If Applicable)
- General Conditions
- Special Conditions
- Standard Specifications for Public Works Construction (Greenbook), Latest Edition, except Sections 1-9
- Technical Specifications
- Addenda (If Applicable)
- Plans and Drawings
- Approved and fully executed change orders
- Federal Requirements (If Applicable)

- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

ARTICLE 9. CONTRACTOR REGISTRATION AND LABOR COMPLIANCE. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

ARTICLE 10. FALSE CLAIMS. Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Ramona Inc.

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1.0
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
AKM CONSULTING ENGINEERS, INC.

1. Parties and Date.

This Amendment No. **1.0** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **AKM Consulting Engineers, Inc.**, a California Corporation, **"Consultant".** City and **Consultant** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**On-Call Project Management Services**" dated **June 4, 2024** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **Five Hundred Thirty-Six Thousand Seven Hundred Seventy-Eight Dollars ($536,778)** for a total-not-to-exceed compensation of **One Million One Hundred Thirty-Six Thousand Seven Hundred Seventy-Eight Dollars ($1,136,778)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Construction Management for Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvement (UT1067, UT1070, UT1077)**" and dated **December 19, 2024**.

2.3 Amendment Authority. This Amendment No. **1.0** is authorized pursuant to Section **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Section **3.1.2 - Term and 3.2.1 - Compensation , Exhibit A through Exhibit B** of the Agreement is hereby amended in its entirely to read as follows:

Section 3.1.2 The term of this Agreement shall be from June 4 2024 to June 4, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Thirty-Six Thousand Seven Hundred Seventy-Eight Dollars ($1,136,778)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **1.0**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **1.0**. From and after the date of this Amendment No. **1.0**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **1.0**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **1.0**.

3.4 Severability. If any portion of this Amendment No. **1.0** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1.0 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AKM CONSULTING ENGINEERS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1.0 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

AKM CONSULTING ENGINEERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Attachment A

Exhibit “A” - SCOPE OF SERVICES –

Consulting Engineers
Water Resources | Infrastructure | Construction Management

553 Wald, Irvine, CA 92618
Telephone: 949.753.7333 | Fax: 949.753.7320
www.akmce.com

December 19, 2024

Ontario Municipal Utilities Company
1425 S. Bon View Avenue
Ontario, CA 91764
Attention: Jonathan Yang, Associate Engineer

Subject: Request for Proposal: Construction Management for Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvement (UT1067, UT1070, UT1077)

Dear Mr. Yang:

In response to your Request for Qualifications dated November 7, 2024, AKM Consulting Engineers is pleased to submit this Proposal to provide construction management services for the Laurel Avenue sewer main, Nocta Street sewer main, and Nocta Street private sewer lateral improvements for the Ontario Municipal Utilities Company (OMUC). Our submittal reflects our understanding of the scope of work based upon the RFP, information provided by OMUC, and our previous experience working with OMUC.

AKM has assembled a highly experienced Project Team specializing in the design, operations, and construction management of sewer pipeline projects, with recent roles on similar assignments. The team will be led by Mr. Emin Kayiran, CPII, as Project Manager, bringing over 20 years of inspection and construction management experience. He will act as OMUC's contract representative and will oversee the work of our proposed Construction Manager, Mr. Steve Patterson, and Inspector, Mr. Jason Pilgrim. Our proposed team is currently completing similar services for OMUC's Mecedes Lane and Ferrari Lane Sewer Improvements Project.

Mr. Patterson has over 40 years of experience in construction management, inspection, and operations, including 18 years as an operations Supervisor for a municipal water and wastewater utilities department. His extensive background spans roles as a Construction Manager, Inspector, Contractor Foreman, and Operations Supervisor for sewer improvement projects. Mr. Pilgrim has served as both a construction inspector, and previously, as a contractor's pipeline foreman during the construction of sewer improvements.

This proposal includes our staffing plan, methodology, approach, proposed fee, and project profiles showcasing successful completion of similar assignments. We appreciate the opportunity to support OMUC on this important project and are available to answer any questions or provide additional information.

Sincerely,
AKM Consulting Engineers

Emin Kayiran, CPII
Vice President/Director of Construction Management Services
949.753.7333
ekayiran@akmce.com

1. Staffing Resources

All construction management and administrative support services provided by AKM are tailored to meet the technical and managerial needs of the project, with senior, highly qualified personnel assigned to key tasks. Operating within a streamlined structure with clear authority and responsibility, our proposed Construction Manager will lead daily communication with the Contractor, OMUC, Permitting Agency Inspectors, City Engineering staff, and other stakeholders. Their expertise and effectiveness will be critical to the project's success. AKM's team members are well-versed in the project's plans and specifications, possess excellent communication skills, and can navigate conflicts while safeguarding OMUC's interests. Our Project Team, assembled based on the scope of work and our experience with similar projects, includes resumes provided at the end of this proposal.

Mr. Emin Kayiran will act as OMUC's primary representative, overseeing the Construction Manager and Inspector's work, establishing management and inspection protocols, attending progress meetings, and managing the project budget with regular updates to OMUC. Our dedicated team will remain available for the project's duration.

EMIN KAYIRAN, CPII **Project Manager**	Emin Kayiran, our assigned Project Manager, will serve as the principal point of contact with the City and will have full technical and administrative responsibility for the project. He has over 20 years of experience in inspection and construction management of forcemains, pipelines, wells, treatment facilities, pump stations, pressure reducing facilities, sumps, wet wells and valve vaults, sheet piling, deep excavations, ground remediation, dewatering, shut-downs, tie-ins, temporary by-pass pumping, commissioning and testing, installation of emergency power generators and automatic transfer switches, electrical and control systems for water resource facilities, as well as special protective linings and coatings. Mr. Kayiran will oversee the evaluation and analysis of change orders and work directly with the Construction Manager to address changes, delays, claims, and conflict resolution. He will direct the AKM Project Team and collaborate with the Construction Manager to develop initial inspection protocols and the Construction Management Plan. Mr. Kayiran will meet monthly with the City to present AKM's progress report and review project status, focusing on schedule adherence and resolving major issues.
STEVE PATTERSON **Construction Manager**	Mr. Steve Patterson will serve as the Construction Manager, responsible for ensuring that field construction management and inspection activities align with project goals and the defined scope of work. He has over 30 years of public infrastructure construction, operation, maintenance, and design experience. Mr. Patterson has significant experience managing and inspecting construction with an emphasis on public works capital improvement projects. He will directly oversee the assigned Construction Inspector, review daily reports, schedule materials testing and special inspections, and maintain a running project punch list. Mr. Patterson will work with the Project Manager to establish inspection procedures and the Construction Management Plan, issue deficiency notices, coordinate their resolution, address day-to-day field and quality assurance issues, and liaise with utility companies and the Contractor. Additionally, he will preside over weekly progress meetings with the City and the Contractor. It is expected that Mr. Kayiran and Mr. Patterson will meet weekly to discuss ongoing issues, address items within their respective scopes of responsibility that may impact each other and assign inter-team action items. This coordination ensures no gaps in the team's roles and that AKM-responsible issues are promptly resolved.
JASON PILGRIM **Construction Inspector**	Mr. Pilgrim is a Construction Inspector with AKM Consulting Engineers and has over 27 years of experience in the water, recycled water, and wastewater field. Previously, Jason worked for Irvine Ranch Water District where he was the Manager of their Inspection Group. He has participated in the construction, inspection, implementation and management of numerous operational, rehabilitation, and capital improvement projects. Jason is currently completing the inspection of an OMUC project, the Mercedes and Ferrari Lane Sewer Improvements Project.

2. Method to Accomplish Work

AKM has thoroughly reviewed the scope of work included in the subject request for proposal and accepts it in its entirety. The foregoing paragraphs describe our methods for managing the most critical project hurdles.

METHODOLOGY For this project to be successful, AKM will proactively and effectively manage various challenges from the project's onset through construction and completion. Key issues include coordination with utility companies, careful inspection and testing of pipeline installations and manholes, traffic control, maintaining access to nearby residences, and businesses, and fostering positive public relations while working within the public right-of-way. Our approach involves thorough upfront planning, clear documentation, effective communication protocols, and implementation of a Project-Specific Inspection and Work Plan.

DOCUMENTATION AKM places great emphasis on project document control, recognizing that effective management reduces client risk, helps avoid and resolve disputes, improves project lifecycles, enhances contractor accountability, and expedites issue resolution. We will maintain project documentation in strict accordance with project requirements, demonstrating a commitment to prudent project management and administration. This diligence enables the Construction Manager to verify that all necessary paperwork for permits, submittals, schedule updates, and redline drawings is submitted on time, ensuring smooth project progression.

CLOUD BASED PROJECT MANAGEMENT & DOCUMENT CONTROL Given the importance of documentation, communication, coordination among participants, responsiveness, and timely project completion, AKM proposes using Procore, a cloud-based, interactive project management and document control system. Procore's goals include reducing response times, eliminating redundant recordkeeping, improving transparency and accountability, and providing OMUC with real-time access to all project information and documentation.

Procore will host all project documents, including plans, specifications, and permits. It will manage RFIs, submittals, the CPM schedule, as-built drawings, project photos, punch lists, and daily construction reports. One key advantage of Procore is its app-based platform, allowing the Construction Manager and Inspector to upload photos, respond to RFIs, process submittals, complete daily reports, and create punch list items directly from a smartphone or tablet.
At project completion, OMUC will receive an archived version of the system on a flash drive. Training for all project users will be provided.

At the project's onset, AKM will collaborate with OMUC staff to develop project-specific workflows, which will be programmed into Procore. These workflows will ensure that all participants stay informed and that response times are tracked. As AKM is currently using Procore for four OMUC projects, we anticipate deploying it in a similar manner for this project.

COORDINATION WITH UTILITIES This project requires precise coordination with utility companies. An experienced construction management team is essential to ensure this coordination happens effectively and in a timely manner, preventing project delays. Our team has extensive experience working with both SCE and the Gas Company on similar projects, equipping us to manage these requirements efficiently.

SCHEDULE MANAGEMENT Time is of the essence, especially for pipeline projects in the public right-of-way, where extended durations impose additional burdens on the community. AKM will work closely with the Contractor to establish a well-coordinated construction schedule with appropriate logic ties, enabling the project team to anticipate and address potential scheduling issues.

Shortly after the construction contract is executed, AKM will meet with the Contractor to discuss scheduling requirements and expectations. We will thoroughly analyze the Contractor's work breakdown structure, activity duration reasonableness, and logic ties. A critical focus will be ensuring that fieldwork activities are properly linked to their associated submittals and procurement activities, accurately reflecting the potential impact of delays on the overall project. This process will begin during preconstruction to provide a clear, actionable plan well before fieldwork starts, giving OMUC and AKM an effective tool for tracking project progress.

COORDINATION OF SUBMITTAL & PROCUREMENT PROCESS Submittals and material procurement are crucial to driving project schedules and success. AKM enhances this process by thoroughly reviewing submittal packages for completeness and relevance before forwarding them to OMUC and the design engineer. During review periods, our Construction Manager maintains close communication with the design team to expedite comments and feedback.

If submittals are not approved after a second iteration, AKM will chair resolution meetings with the Contractor, as direct communication often bridges understanding gaps between manufacturers, suppliers, and the design team. This proactive approach ensures timely progress and mitigates delays in procurement.

POTENTIAL FOR UTILITY & OTHER CONFLICTS Construction near the public and subsurface work inherently carries an elevated risk of conflicts. Utility locations shown on Contract Drawings are typically based on existing records and any potholing conducted during design. However, the accuracy of these locations depends on the reliability of available utility records.

Potential utility conflicts may necessitate redesigns or utility relocations, causing delays, increased costs, and extended public impacts. Additionally, unforeseen impacts on nearby properties or businesses may only become evident after construction begins, potentially causing public resistance and project delays as these issues are resolved.

COORDINATION WITH MULTIPLE PROJECT PARTICIPANTS Successful execution of the project will require close collaboration with various outside agencies and OMUC's Inspector, Engineering, and Operations Staff. Ongoing communication is anticipated with the following stakeholders:

- The Design Engineer (Stantec)
- Utilities owning facilities within the project boundaries
- Supplier and Manufacturer's representatives for onsite and off-site services
- Residents
- Representatives from businesses adjacent and near the proposed work area

Each entity may have unique concerns and require different levels of communication. Providing clear, timely, and accurate information will build trust and confidence in the project. Understanding each stakeholder's perspective before construction begins will allow our team to develop an effective communication plan tailored to their needs.

PROJECT MANAGEMENT Our Construction Management Team will diligently manage the project budget to prevent overruns during the execution of services. While the Project Manager holds ultimate responsibility for tracking, managing, and reporting budget status to OMUC, every team member contributes to effective project management. The Construction Manager thoroughly reviews and understands the project-specific scope of work before starting services and logs project hours daily. The Project Manager reviews accrued hours weekly and carefully analyzes project costs and staffing needs. Work hours are then allocated in advance for the following week's scheduled services. Adherence to the project budget relative to construction progress, based on the schedule, will be communicated to OMUC monthly or at any other interval requested by OMUC. Written notifications will be provided when the budget reaches milestones of 25%, 50%, and 75% of total costs expended. AKM is committed to staying within the agreed-upon budget limit.

SCHEDULE AKM has a proven track record of quickly responding to and resolving issues, achieved by not overcommitting resources. We have assessed our current workload and assembled an elite team that will maintain the availability required for the duration of this project. Responsiveness is a core strength of our team, ensuring timely project initiation, progress, and completion. Although the project schedule will primarily be guided by contractually required milestones and the construction schedule developed by the awarded contractor, AKM will maintain consistency in our response times to actively support project advancement. Below are our proposed response times and deliverable schedules for the project.

- Response to Change Order Proposals: 1 to 5 business days depending on size, scope and complexity of the change order.
- Submission of Daily Reports: All Daily Reports will be submitted by 9:00 AM the following business day. In most cases, the Daily Report will be provided the same day.
- Baseline Schedule Review: 1 to 7 business days depending on size and complexity of the schedule submitted
- CPM Schedule Update: 1 to 3 business days depending on number of changes made in the schedule.
- Monthly Report: 5 business days following the last working day of the Month.
- Field Compliance Documents: Field compliance documents such as materials certificates, material tickets and testing reports will be kept in the master project file and made available to the City within 2 business days. Additionally, a copy of the documents will be included as an attachment in the Inspector's Daily Report.
- As-Built Drawings: 2 business days once reconciled with the Contractor's records.
- Closeout Documents: 1 business day once received from the Contractor.
- Request to Mobilize for the Project: 1 business day.
- Deployment of Web Based Project Management or Document System: 2 to 4 business days.
- Meeting Minutes: 1 to 3 business days depending on length and complexity of the meeting.

GENERAL PROJECT TEAM CONDUCT

- Maintain professionalism when interacting with OMUC, contractors, and other team members at all times.

- Treat all project team members with the utmost respect.
- Use excellent communication skills to regularly update OMUC on project status, both verbally and in writing.
- Submit and discuss a weekly project progress report with the AKM Project Manager.
- Proactively address problems by objectively communicating issues to OMUC and the AKM Project Manager while proposing initial solutions and action plans.
- Always act in the best interests of OMUC and the project.
- Perform all duties with honesty, integrity, and loyalty to OMUC, AKM, and the project.
- Be responsive to all project participants.
- Conduct all services strictly within the contractual scope of work.
- Consistently enforce the project's contract documents.

CONSTRUCTION MANAGEMENT RESPONSIBILITIES

- Implement the established project document control and filing system promptly and in an organized manner, utilizing Procore as proposed.
- Receive, file, and log all project submittals. Distribute them to the appropriate project participants for review, ensure reviewers are aware of deadlines, and transmit responses and comments to the contractor.
- Receive, file, and log all project Requests for Information (RFIs). Distribute them to the appropriate project participants, monitor review deadlines, and transmit responses to the contractor.
- Capture construction photographs to document progress, compliance, and construction activities.
- Coordinate the timely services of other OMUC consultants assigned to the project (e.g., geotechnical materials testing, corrosion specialists, and surveyors).
- Conduct well-organized preconstruction and progress meetings, providing OMUC with agendas beforehand and detailed meeting minutes afterward.
- Review contract change order requests from the contractor for merit, discuss them with the AKM Project Manager, and submit recommendations to OMUC based on contract documents. Respond to the contractor following coordination with OMUC. Maintain detailed accounting records for work performed under force account (time and materials).
- Perform a weekly assessment of project working days and communicate the findings to the contractor.
- Receive and review progress schedules, including two-week short-interval and CPM schedules. Provide comments to OMUC and track the contractor’s progress against the baseline CPM schedule.

CONSTRUCTION INSPECTION RESPONSIBILITES

- Perform detailed inspections to ensure that the construction of designed facilities complies with the contract documents.
- Complete a comprehensive daily inspection report and submit it to OMUC and the AKM Project Manager via Procore each day.
- Capture construction photographs to document progress, compliance, and significant events. Include photographs in the daily report and file them systematically.
- Review payment quantities with the contractor on a monthly basis and provide payment recommendations to OMUC.
- Maintain a project corrections list throughout construction and distribute preliminary and final punch lists to the contractor and OMUC.
- Update as-built drawings as construction progresses and review them weekly with the contractor.

3. Fee Proposal

To complete the proposed scope of services, we estimate the following budget will be required. Work will be performed on a time and material, not to exceed basis, in accordance with AKM's rate schedule established as part of OMUC On-Call Construction Management contract, included in this section.

Labor Classification	Hourly Rate 2025	Hourly Rate 2026
Principal	$261	$269
Principal Engineer	$261	$269
Project Manager	$253	$261
Project Engineer	$241	$248
Senior Construction Manager	$240	$247
QA/QC Manager	$240	$247
Senior Engineer	$221	$228
Construction Manager	$206	$212
Senior Field Engineer / Inspector	$203	$209
Field Engineer / Inspector	$178	$184
Associate Engineer	$172	$177
Staff Engineer	$153	$157
Financial Analyst	$140	$144
Senior Designer / Senior CADD Technician	$121	$124
Designer / CADD Technician	$112	$115
Assistant Engineer	$111	$114
Engineering Technician	$102	$105
Engineering Aide	$86	$89
Office Support	$86	$89
Data or Word Processing	$84	$86

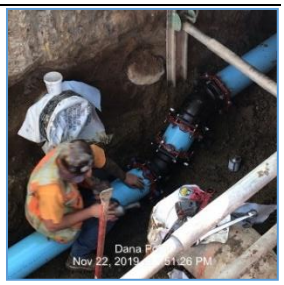
Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.75/mile. This schedule of rates is in effect until December 2026, at which time it may be adjusted.

Ontario Municipal Utilities Company
Construction Management and Inspection for OMUC Contract NO. UT 1067, UT 1070, and UT 1077
Laurel Avenue, Nocta Street, and Nocta Street Private Sewer Main Improvements
Proposal - December 19, 2024

Task No.	Description	Labor Hours and Rates by Classification				Fees	
		Project Manager	Construction Manager	Inspector	Total Hours	Labor Total	Total Cost
		$253.00	$206.00	$178.00			
Task1 - Pre-Construction							
1.1	Contract Document Review, PreConstruction Site Photos and Videos	2	8	8	18	$3,578	$3,578
1.2	Document Control Procedures, Coordination with City Staff	8	24		32	$6,968	$6,968
1.3	Pre-Construction Meeting	2	12	2	16	$3,334	$3,334
1.4	Preliminary Utility Coordination	2	16	8	26	$5,226	$5,226
SUBTOTAL		**14**	**60**	**18**	**92**	**$19,106**	**$19,106**
Task 2 - Construction Phase							
2.1	On-Site Construction Management	8	180		188	$39,104	$39,104
2.2	Scheduling and Progress Meetings	32	64		96	$21,280	$21,280
2.3	Change Order Management	16	64		80	$17,232	$17,232
2.4	Requests for Information (RFIs)	8	40		48	$10,264	$10,264
2.5	Submittal Management	8	64		72	$15,208	$15,208
2.6	Claims Management	8	24		32	$6,968	$6,968
2.7	Weekly Resident Engineer Report		40		40	$8,240	$8,240
2.8	Schedule of Values and Progress Pay Estimates		32		32	$6,592	$6,592
2.9	Safety Program and Traffic Control Plan		8		8	$1,648	$1,648
2.10	Project Recods		16		16	$3,296	$3,296
2.11	Full-Time Inspection			1886	1886	$335,708	$335,708
SUBTOTAL		**80**	**532**	**1886**	**2498**	**$465,540**	**$465,540**
Task 3 - Post Construction Phase							
3.1	Coordinate Close-Out and Submittal of Final Documents	2	8	2	12	$2,510	$2,510
3.2	Final Payment		4		4	$824	$824
SUBTOTAL		**2**	**12**	**2**	**16**	**$3,334**	**$3,334**
Additional Services (10%)							**$48,798**
Total Hours		**96**	**604**	**1906**	**2606**		
Total Fee		**$24,288**	**$124,424**			**$487,980**	**$536,778**

4. Other Information

AKM Consulting Engineers has a long and distinguished track record in providing quality construction management and inspection services for water, recycled water, and wastewater systems. Specific examples of AKM's experience are listed below. These projects are representative of the types of work that AKM staff members have completed. Please note, all projects listed were completed within budget and schedule. Contacts are included with each of projects for your reference.

MERCEDES LANE AND FERRARI LANE SEWER IMPROVEMENT PROJECT **Ontario Municipal Utilities Company –** 1333 S. Bon View Avenue, Ontario, CA 91761 **Contact:** Mr. Thomas Palmieri (909) 395-2688 tpalmieri@ontarioca.gov	AKM is providing construction management and inspection services for the Mercedes Lane and Ferrari Lane sewer improvement project. Mercedes Lane consisted of installation of a new diversion manhole on the existing 12-inch sewer, installation of new sewer manholes, and installation of a new manhole on the existing 12-inch sewer and connection to the existing sewer, installation of 6-inch VCP sewer lateral and connecting to existing 6-inch lateral, removal of approximately 400 feet of existing 8-inch VCP sewer, removal of an existing manhole and abandonment of approximately 115 feet of existing 8-inch VCP sewer in place. Ferrari Lane work included construction of a new diversion manhole on existing 12-inch sewer, connecting to the existing manhole, removal of approximately 650-feet of 8-inch VCP sewer.
ROSS AVENUE SEWER IMPROVEMENT PROJECT **City of Alhambra –** 111 South First Street, Alhambra, CA 91801 **Contact:** Mr. Dennis Ahlen, Deputy Director of Utilities (626) 570-3274 dahlen@cityofalhambra.org	 AKM provided construction management and inspection services for the removal and disposal of approximately 1,700 linear feet of existing 20" VCP sewer; removal and disposal of five (5) existing manholes; the installation of approximately 1,700 linear feet of 21" extra strength VCP sewer including the trenching, bedding, and pavement resurfacing; the construction of five (5) 60" sewer manhole including the application of a polyurethane coating system to the interior manhole surfaces, connecting existing sewer laterals to the new sewer main; backfill and re-compaction of the sewer trench; reconnecting existing sewer manhole connections; mobilization, demobilization, and traffic control implementation. The work required continuous bypass pumping during the construction of the new sewer main with flows exceeding 1,500 GPM at peak flow.
LIFT STATION NO. 6 FORCEMAIN REPLACEMENT PROJECT **South Coast Water District- -** 31592 West Street, Laguna Beach, CA 92651 **Contact:** Mrs. Taryn Kjolsing, P.E. (949) 499-4555 ext. 3171	 AKM provided construction management and inspection services during two separate forcemain alignments. The Work included furnishing products, labor, tools, transportation, and services to construct approximately 900 lineal feet of 12-inch SDR 35 PVC gravity sewer and manholes along Monarch Bay Drive; Construction of approximately 2,250 lineal feet of 18-inch AWWA C905 sewerforce main with epoxy lined and coated ductile iron fittings; providing a temporary sewer bypass system; tie-in new facilities to existing gravity sewers at two locations and the force main at one location. Also required was the construction of 8 sewer manholes; lining of 3 sewer manholes; installing an AC berm and concrete curb; replacing sidewalk, landscaping, irrigation, speed bumps, and concrete cross gutters; 2" AC pavement grind and overlay. The project encroached into 3 separate home owners associations (HOA) and spans 2 gated communities.

SEWERMAIN REPAIRS
City of El Segundo – 350 Main Street, El Segundo, CA 90245
Contact: Mr. Lifan Xu, City Engineer (310) 524-2368 lxu@elsegundo.org



AKM provided construction management and inspection services during the construction of sanitary sewer main repairs. Specific work items consist of the construction of 3,600 lineal feet of new VCP sewer line ranging from 8-inch to 15 inch in size, the construction of two new manholes, pre and post CCTV inspection of the sewer lines, terminal cleanout structures, sewer flow bypass pumping, traffic control, and permanent street and alley resurfacing including full depth replacements, grind and overlay and slurry seal in selected areas.

SEWER REHABILITATION AT VARIOUS LOCATIONS
City of Cypress – 5275 Orange Avenue, Cypress, CA 90630
Contact: Mr. Nick Mangkalakiri, Director of Public Works /City Engineer (714) 229-6729 nmangkal@cypressca.org



AKM provided construction management and inspection services for the removal and reconstruction of approximately 2,113 linear feet of existing 8-inch VCP gravity sewer line, 245 linear feet of 10-inch VCP gravity sewer line, and 315-linear feet of 12-inch VCP gravity sewer line. Additionally required was the installation of 378 linear feet of folded and reformed PVC liner, 32 linear feet of active infiltration pressure grouting, polyurethane lining of four (4) existing manholes, injection grouting of six (6) existing manholes to halt infiltration, removal of manhole steps in two (2) existing manholes and the construction of one (1) new manhole. The above-described work necessitated the installation and maintenance of a sewer bypass system during the work, dewatering and settlement monitoring, traffic control, asphalt concrete paving repair of the trenched areas including re-striping, pre and post installation closed circuit television inspection of the sewer lines to be replaced or repaired, as well as the replacement of public improvements damaged by the Contractor during construction.

FORCEMAIN IMPROVEMENTS FOR THE ROCKY POINT AND PASEO DEL MAR PUMP STATIONS
City of Palos Verdes Estates - 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274
Contact: Mr. Ken Rukavina, Director of Community Development for the City of Rancho Palos Verdes (310) 544-5200



AKM provided construction management and inspection services of two separate forcemain alignments, Rocky Point and Paseo Del Mar. The Rocky Point alignment included 2,550 lineal feet of 6-inch buried ductile iron pipe, 950 lineal feet of 8-inch PVC gravity pipe, and 75 lineal feet of 6-inch PVC C900 forcemain. The Paseo Del Mar Alignment included 1,950 lineal feet of 6-inch buried ductile iron pipe. The project also included the construction of four (4) manholes, the recoating of four (4) existing manholes with an epoxy/polyurethane coating, traffic control, repaving of the effected streets, slurry sealing of the streets from curb to curb and utility coordination. The two alignments were constructed simultaneously. This required close coordination with the Contractor, City and AKM's field personnel to ensure that the work was completed in accordance with the plans and specifications prior to this critical deadline.



EMIN KAYIRAN

Project Manager
Vice President & Director of Construction Management Services

Emin Kayiran, CPII, is a highly experienced construction management professional with expertise in overseeing complex infrastructure projects. Throughout his experience, he has specialized in inspection & construction management of pump stations, pipelines, treatment facilities, force mains, reinforced concrete structures, deep excavations, dewatering, electrical and control systems, emergency power systems, protective coatings, and materials testing. Mr. Kayiran also manages, coordinates and oversees materials testing and special inspection during construction. He is adept at stakeholder coordination to achieve project objectives efficiently within constrained sites and schedules.

- ***Mercedes Lane and Ferrari Lane Sewer Project – City of Ontario***
  Project Manager: Mercedes Lane – Installation of a new diversion manhole on the existing 12-inch sewer, installation of new manholes and connection to existing sewer, installation of 6-inch VCP sewer lateral, removal of approximately 400 LF of 8-inch VCP sewer, removal of existing manhole, and abandonment of approximately 115 feet of 8-inch VCP sewer. Ferrari Lane – Construction of a new diversion manhole, removal of approximately 650-feet of 8-inch VCP sewer, connecting to existing sewer systems, bypass sewer flows, traffic control, concrete and asphalt concrete pavement repair, and street restoration.
- ***Butterfield Chino Creek 10 inch Forcemain Relocation – City of Chino Hills***
  Construction Manager: Relocation of a 10-inch DI wastewater force main, including 500 LF of C-900 PVC and 100 feet of 24-inch welded steel casing via jack and bore under Chino Creek.
- ***Paseo Del Mar and Rocky Point Sewer Pump Stations Forcemain Improvements***
  Project Manager: Rocky Point – Alignment included 2,550 lineal feet of 6-inch buried ductile iron pipe, 950 lineal feet of 8-inch PVC gravity pipe, and 75 lineal feet of 6-inch PVC C900 forcemain. Paseo Del Mar – Alignment included 1,950 lineal feet of 6-inch ductile iron pipe.
- ***Sewer Main Improvements – City of El Segundo***
  Project Manager: Work consisted of traffic and safety control, and sewage flow bypassing, replacement of 6,300 LF of 8", 10" and 12" VCP sewer main, the CIPP lining of 1,471 LF of 8" sewer main, reconstruction of 6 manhole bases and channels, and 191 service connections. The work also included shoring, dewatering, excavation, sewer flow bypassing, crushed rock bedding, backfill, CCTV inspection of all replacement and repairs, and temporary and permanent asphalt concrete paving, Type II asphaltic slurry seal and traffic striping. AKM was charged with keeping strict documentation in accordance with U.S. Army Corp of Engineers documentation requirements.
- ***Sewer Rehabilitation Projects (Various Locations) – City of Cypress***
  Construction and Project Manager: Replacement of approximately 2,700 LF of 8-12" VCP gravity sewer line. The project also involved the installation of 378 LF of folded and re-formed lining, in-line pressure grouting, injection grouting of manholes, epoxy/polyurethane lining of 4 manholes and 1 new manhole. Additionally, installation of a sewer bypass system during the work, dewatering and settlement monitoring, traffic control, and asphalt concrete paving repair of the trenched areas.

REGISTRATION
APWA – Certified Public Infrastructure Inspector

YEARS OF EXPERIENCE
20 years (20 with AKM)

EDUCATION
Civil Engineering Studies – CSU Long Beach

B.S. Business Administration – University of Arizona

CAREER HIGHLIGHTS
Subject Matter Expert for the American Public Works Association

Co-Author of a new training module on the inspection of pumping and treatment facilities – Published in 2019

Authored "CPII as a standard of practice" – Published September 2014

Co-presenter and speaker for "De-mystifying Risk" and ENR webinar



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- ***Sewer Improvements at Fred Drive – City of Cypress***
  Construction Manager and Resident Engineer: Removal of approximately 45 LF of 8-inch capacity deficient VCP and replacement with 10-inch VCP and re-channelization of two (2) existing manholes. Also included was a tie-in to an existing 51-inch Orange County Sanitation District (OCSD) RCP trunk sewer at an 84-inch OCSD manhole. The work required the installation of a new PVC gas flap and repairs to the PVC lining within the existing OCSD manhole. Close coordinating with OCSD was required to ensure OCSD safety requirements were met while the Contractor's forces were working within the 84-inch manhole and that the work was completed in accordance with OCSD standards.
- ***Ross Avenue Sewer Improvements Project – City of Alhambra***
  Construction Manager: Removal and disposal of approximately 1,700 linear feet of existing 20" VCP sewer; removal and disposal of five (5) existing manholes; the installation of approximately 1,700 linear feet of 21" extra strength VCP sewer including the trenching, bedding, and pavement resurfacing; the construction of five (5) 60" sewer manholes including the application of a polyurethane coating system to the interior manhole surfaces, connecting existing sewer laterals to the new sewer main; backfill and re-compaction of the sewer trench; reconnecting existing sewer manhole connections; mobilization, demobilization, traffic control implementation and continuous bypass pumping during the construction of the new sewer main.
- ***Lift Station No. 6 Forcemain Replacement Project – South Coast Water District***
  Project Manager: During AKM's construction management, project consisted of 900 lineal feet of 12-inch SDR 35 PVC gravity sewer and eight (8) manholes, 2,250 lineal feet of 18-inch AWWA C905 sewer forcemain with epoxy lined and coated ductile iron fittings, temporary bypass system, tie-in of new facilities to existing gravity sewer and forcemains, protection of existing facilities in-place, and repaving/restripe streets to restore existing condition. The forcemain construction is within Pacific Coast Highway in the City of Dana Point.
- ***Chevron Forcemain – City of El Segundo***
  Construction Manager: Installation of 1704 feet of 4-inch SDR 13.5 HDPE, 28 feet of 4-inch 40 mil ceramic epoxy lined class 54 ductile iron pipe, 205 feet of 4-inch SCH40 stainless steel pipe, 7 feet of 3-inch SCH40 stainless steel pipe, 10 concrete pipe support pedestals with stainless steel adjustable pipe roller supports, and 10 6-inch diameter steel guard posts. This project included coordination with Chevron Corporation, NRG, and the City of El Segundo for inspection during pipeline excavation, installation, hydrostatic pressure testing, and backfill.
- ***Sewer Improvements at Valley View and Orange Avenue – City of Cypress***
  Construction Manager: Directed installation of a new 48-inch drop manhole over an existing 10-inch VCP gravity sewer line, replacement of VCP gravity sewer upstream and downstream of the new manhole, a new sewer clean-out, a new 84-inch T-lock lined manhole over an existing 51-inch trunk sewer owned by OCSD, a 10-inch VCP connection between the new 48-inch drop manhole and the new 84-inch OCSD manhole, reestablishment of trees and irrigation lines, reconstruction of the stamped concrete median, as well as full depth reconstruction of the asphalt



EMIN KAYIRAN

Project Manager
Vice President & Director of Construction Management Services

REGISTRATION
APWA – Certified Public Infrastructure Inspector

YEARS OF EXPERIENCE
20 years (20 with AKM)

EDUCATION
Civil Engineering Studies – CSU Long Beach

B.S. Business Administration – University of Arizona

CAREER HIGHLIGHTS
Subject Matter Expert for the American Public Works Association

Co-Author of a new training module on the inspection of pumping and treatment facilities – Published in 2019

Authored "CPII as a standard of practice" – Published September 2014

Co-presenter and speaker for "De-mystifying Risk" and ENR webinar

concrete paving and restriping of the street. Project challenges included completing the project within the allotted contract time as the work area was within a few hundred feet of Cypress High School, and coordination with OCSD staff for periodic and final testing/inspection of the new 84-inch manhole.

- ***Alhambra Lift Station 7 – City of Alhambra***

  Project Manager: Removal and replacement of VCP sewer ranging in size from 8-inch to 12-inch; construction of 2,952 LF of 10-inch diameter DR 14 AWWA C900 PVC forcemain; construction of 412 LF of 10-inch diameter DR 14 AWWA C900 PVC forcemain connecting to the existing 8- inch diameter cast iron forcemain; jacking and boring 259 LF of 18" diameter, steel casing under the I-10 Freeway and the Metrolink Railroad; jacking 261 LF of 10-inch diameter DR 14 AWWA C900 PVC carrier pipe; constructing approximately 121 LF of 8-inch and 64 LF of 6-inch Class 350, double thick cement mortar lined ductile iron pipe, fittings and valves; removal of approximately 132 LF of existing 8–inch and 6-inch diameter cast iron water pipes, relocation of other interfering utilities; bypass pumping and maintaining sewer flows throughout the construction. This bridge crossing design was a portion of a larger project encompassing a total of 2,500-LF of on-site and off-site pipeline work which ultimately discharges into the City of Long Beach sewer system.



STEVE PATTERSON

Senior Construction Manager

YEARS OF EXPERIENCE

40 years (16 with AKM)

Certifications / Affiliations

AWWA Cross Connection Control Specialist
NPDES Storm Water Quality Training for Construction Site Activities
California Department of Public Health Water Treatment Operator
California Department of Public Health Water Distribution Operator
Orange County Health Department Backflow Device Tester
Cla-Val, Engineering, Maintenance and Design
California Rural Water Distribution System Maintenance and Design
OSHA HAZWOPER
NIMS 700
CJPIA Management Academy
Haestad Methods Water System Design and Hydraulic Modeling
First Aide & CPR

Mr. Patterson is a Construction Manager/Inspector with AKM Consulting Engineers, and has over 30 years of experience in the Water/Wastewater Utilities field, during which time water distribution system design, construction, operations, maintenance, and repair, of water and wastewater infrastructure have been the emphasis of his career. He has numerous certifications, training and knowledge pertaining to the safe and reliable construction, operation and maintenance of water and wastewater infrastructure. Mr. Patterson served for 18 years with a municipally owned water and wastewater utilities department as an Operations Supervisor, responsible for the supervision and operations of a comprehensive repair, inspection and monitoring program. (50,000 customers, 18,000 service connections,1.5MGD Ground Water Treatment plant, 2 ground water wells, 200 miles of pipe from 6" to 30", 33 pressure zones, 16 water storage facilities, 15 pump stations, 88 pressure/flow regulating stations, and upwards of 20 subordinate employees). Mr. Patterson has participated in the design, construction, inspection, implementation and management of numerous operational, rehabilitation, and capital improvement projects.

- ***Mercedes Lane and Ferrari Lane Sewer Project for the City of Ontario*** – Construction Manager for the Mercedes Lane and Ferrari Lane Sewer Projects. Mercedes Lane work includes installation of a new diversion manhole on the existing 12-inch sewer, installation of new manholes and connection to existing sewer, installation of 6-inch VCP sewer lateral, removal of approximately 400 LF of 8-inch VCP sewer, removal of existing manhole, and abandonment of approximately 115 feet of 8-inch VCP sewer. Ferrari Lane work includes construction of a new diversion manhole, removal of approximately 650-feet of 8-inch VCP sewer, connecting to existing sewer systems, bypass sewer flows, traffic control, concrete and asphalt concrete pavement repair, and street restoration.
- ***Sewer Rehabilitation at Various Locations Project for the City of Cypress*** – Construction Inspector for the project involving the replacement of approximately 2,700 LF of VCP gravity sewer line ranging from 8-inch to 12-inch in size. The project also involves the installation of 378 LF of folded and re-formed lining, in-line pressure grouting, injection grouting of manholes, epoxy/polyurethane lining of four (4) manholes and construction of 1 new manhole. Additionally required is installation of a sewer bypass system during the work, dewatering and settlement monitoring, traffic control, asphalt concrete paving repair of the trenched areas including re-striping, and pre and post installation closed circuit television (CCTV) inspection of the sewer lines to be replaced or repaired.
- ***Sewer Spot Repairs for the City of Alhambra*** – Construction manager/inspector for the City's sewer spot repair of 8-inch to 10-inch VCP, and replacement of one sewer manhole. Work included traffic control, bypass pumping, asphalt paving, trench repair and appurtenant curb & gutter replacement.
- ***Sewer System Repair, Relining, and Replacement Project for City of El Segundo (EPA FUNDED)*** – Construction manager/inspector for the replacement of 6,300 LF of 8-inch, 10-inch, and 12-inch VCP and relining of 1,500 LF of 8-inch VCP. The project, which was located in residential streets, also involved traffic control, bypass pumping at multiple locations and repaving of the streets.
- ***Marblehead Coastal Tract Improvements (Sewer, Water, Storm Drain and Street) for the City of San Clemente*** - Utility Management and project supervision for the development and construction of the City of San Clemente's Marblehead Coastal Commercial and Residential Tract. The project included 8-inch VCP, PVC and HDPE sanitary sewer improvements, as well as street improvements including construction of new asphalt concrete roads, curb, gutter and sidewalk improvements.
- ***The Reserves Tract Improvements (Sewer, Water, Storm Drain and Street) for the City of San Clemente*** - Utility management and project supervision for the development and



STEVE PATTERSON

Senior Construction Manager

YEARS OF EXPERIENCE

40 years (16 with AKM)

Certifications / Affiliations

AWWA Cross Connection Control Specialist
NPDES Storm Water Quality Training for Construction Site Activities
California Department of Public Health Water Treatment Operator
California Department of Public Health Water Distribution Operator
Orange County Health Department Backflow Device Tester
Cla-Val, Engineering, Maintenance and Design
California Rural Water Distribution System Maintenance and Design
OSHA HAZWOPER
NIMS 700
CJPIA Management Academy
Haestad Methods Water System Design and Hydraulic Modeling
First Aide & CPR

construction of the City of San Clemente's "The Reserves" Residential Tract. The project included 8-inch VCP and PVC sanitary sewer piping and one sewer lift station, 8-inch to 16-inch PVC and D.I. distribution system piping; one new potable water pressure regulating station; and a storm drain system that included RCP from 12-inch to 48-inch with a detention pond. Also included was the construction of new streets, curb, gutter and sidewalk within the tract.

- ***Myra Avenue Storm Drain, Sewer and Street Improvements #2 for the City of Cypress*** – Construction Inspector during the project which consisted of removal and reconstruction of 450 LF of existing 8-inch VCP gravity sewer lines, recoating of three (3) existing manholes with an epoxy/polyurethane coating, construction of one (1) new drop manhole and the construction of concrete encasements around existing VCP sewer lines. The project also required the construction of approximately 1,351 linear feet of a 14-foot wide by 4.5-foot high precast reinforced concrete box storm drain detention basin, construction of 500 LF of RCP tributary lines, associated manholes, and junction structures, reconstruction of cross gutters, ten (10) new concrete catch basin structures, full depth reconstruction of the asphalt concrete paving on Myra Avenue curb to curb between Moody and Denni including the construction of curb ramps with detectable warning surfaces at all nine (9) street crossings along Myra Avenue.
- ***Forester Highlands Tract Improvements (Sewer, Water and Storm Drain) for the City of San Clemente*** - Utility management and project supervision for the development and construction of the City of San Clemente's "Forester Highlands" residential tract. The project included 8-inch VCP and PVC sanitary sewer piping; 8-inch to 16-inch PVC and D.I. distribution system piping, one new potable water pressure regulating station; and a storm drain system that included reinforced concrete pipes from 12-inch to 48-inch. Also included was the construction of new streets, curb, gutter and sidewalk within the tract.
- ***Rocky Point Sewer Pump Station for the City of Palos Verdes Estates*** –Lead Construction Inspector for upgrading of a sewage pump station which included utility relocations in preparation for the work, construction of a new T-lock lined underground reinforced concrete emergency storage wet well with epoxy/polyurethane lined floor, construction of two new T-lock lined precast concrete manholes, bypass sewage pumping while the existing pump station was taken out of service, recoating of the existing wet well with an epoxy/polyurethane coating, new D.I. forcemain piping, gravity sewers, a new MCC, a new PLC, integration of the PLC with the Los Angeles County Department of Public Works (LACDPW), who maintains and operates the facility, as well as coordination and review of testing, startup and training activities with the City, Contractor and LACDPW.
- ***Partridge Lift Station and Thunderbird Sewer Project for the Garden Grove Sanitary District*** – Lead inspector for the construction of a duplex wet well sewer lift station and 700 LF of 8-inch PVC gravity pipe, 400 LF of 4" PVC sewer forcemain pipe, a T-Lock lined 25' deep x 8' diameter precast concrete wet well, precast concrete mechanical valve vault, a new MCC and new PLC. The project also involved repaving of Partridge Street and the streets within the Thunderbird Mobile Home Park as well as conducting startup testing of the completed facility.
- ***WRF 3 Lift Station for the City of Corona*** - Construction Manager and Resident Engineer for the construction of a new wet well / dry well type 1,850 gpm peak flow sanitary sewer pumping station. This project included a groundwater dewatering system, steel beam and lag shoring system, 30 ft deep reinforced concrete dry well / wet well, three 800 gpm vertical chopper pumps, stand-by electrical power generator, stand-by suction lift diesel driven pump, diesel fuel storage tank, electrical and instrumentation systems.

JASON PILGRIM

Inspector

YEARS OF EXPERIENCE

27 years (1 with AKM)

REGISTRATION

State Water Resources Control Board Operator Water Distribution Operation Grade D-2 (49789)

HIGHLIGHTS

Previous Manager of the inspection group/consultants for Irvine Ranch Water District

Expertise in water, wastewater, and recycled water construction management and inspection

Expertise with coordination with the State Water Resources Control Board

Proficient in Oracle, CC&B, Atlas, Maplett GIS

Budget analysis, RFI reviews, submittal reviews, cost breakdowns, and determining extra cost legitimacy of change order work

Mr. Pilgrim is a Construction Inspector with AKM Consulting Engineers, and has over 27 years of experience in the water, recycled water, and wastewater field. Previously, Jason worked for Irvine Ranch Water District where he was Assistant Manager for the Inspection Group. He has participated in the construction, inspection, implementation and management of numerous operational, rehabilitation, and capital improvement projects. Examples of work experience are as follows:

- ***Mercedes Lane and Ferrari Lane Sewer Project for the City of Ontario*** – Construction Inspector for the Mercedes Lane and Ferrari Lane Sewer Projects. Mercedes Lane work includes installation of a new diversion manhole on the existing 12-inch sewer, installation of new manholes and connection to existing sewer, installation of 6-inch VCP sewer lateral, removal of approximately 400 LF of 8-inch VCP sewer, removal of existing manhole, and abandonment of approximately 115 feet of 8-inch VCP sewer. Ferrari Lane work includes construction of a new diversion manhole, removal of approximately 650-feet of 8-inch VCP sewer, connecting to existing sewer systems, bypass sewer flows, traffic control, concrete and asphalt concrete pavement repair, and street restoration.
- ***Construction Inspection Assistant Manager for Irvine Ranch Water District*** – Construction Assistant Manager for the Inspection Group which consisted of 345 projects. Work included training, safety management, coordination meetings with staff, managing Union labor, coordination with HR including interviews/hiring of supervisors, inspectors, and consultants, and performance reviews. Work also included coordination with Engineers in regards to plans, specifications, submittals, RFI's, and change orders. During this time Jason was part of the Technical Specifications and Standard Drawing Committee.
- ***Construction Inspector Supervisor for Irvine Ranch Water District*** – Construction Inspector Supervisor for Capital Improvement Projects and developmental work. Work included monthly progress billings, review of submittals, plans, RFI's and specifications, and schedules. Projects included sewer force mains, pump stations, sewer and water pipeline relining, steel transmission watermains, asphalt placement, material reviews, structural steel and concrete for footings, block walls, and interior work inspection. Pipeline sizes were between 12-66" and varied in material types. Experience in coordination with multiple developers for multiple master planned community areas. Two main projects completed under this position were Zone B-C Recycled water pump station, and the Principal Aquifer Plant Optimization for PFOS treatment.
- ***Senior Construction Inspector for Irvine Ranch Water District*** – Senior Construction Inspector for projects including:
  - ***IIC East Recycled Water Pump Station Rehabilitation –*** 24" magnetic flow meter, 5 new vertical turbine pump motors, full electrical and controls replacement, HVAC, ducting, fan replacement, mechanical piping inside of the pump station. Material inspections were provided.
  - ***Newport Coast Lift Station Rehabilitation Project –*** CIPP relining of 12" SFM, 20-foot+ deep stairwell with structural high PSI strength concrete, double mat #6 rebar reinforcement, new building, new dry well steel fabricated and coated pipe, 2800LF CIPP sewer forcemain, inspection of 4 manholes, 27 foot deep stairwell utilizing shoring plan with structural concrete and steel, special coatings and paint, and a new building consisting of chemical and electrical rooms.

Certifications: Federal Emergency Management Agency - FEMA IS-00700.b (Incident Management training); Trenching and Excavation Competent Person; Confined Space; Fall protection; Water Industry Welding Safety; PPE; Lock-Out-Tag-Out (L.O.T.O.); Hazard Communication; Fire Extinguisher Safety; Compressed Gas Safety; Bloodborne Pathogens; Ladder; Respiratory Protection; Asbestos Awareness; Hearing Conservation; Low Voltage Electrical Safety; General Office Ergonomics; Hydrogen Sulfide Safety; Electrical Safety; Crystalline Silica: Understanding the Hazards; Multiple Coronavirus training courses and certifications; Cal-OSHA 10-hour Safety; Cal-OSHA title 8 3395 Heat Illness Prevention; 1st Aid and CPR Certified; Work Zone and Traffic Control; Water Industry Sexual Harassment Awareness; Water Industry Sexual Harassment for Supervisors; Reasonable Suspicion of Drugs for Supervisors; Numerous Cybersecurity training certifications.

Attachment B

Exhibit "B" – Schedule of Services

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amendment Number	Project Title	Not to Exceed Fee
0.0	D&C22-019 On-Call Construction Management and Inspection Services	$600,000
1.0	UT 1067, 1070, 1077 – Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements	$536,778
Grand Total		$1,136,778

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Ardurra Group, Inc**, a **CORPORATION**, with its principal place of business at **3737 Birch St, Suite 250, Newport Beach CA 92660** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the **OMUC Contract No. UT 1067, UT 1070, UT 1077 Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements Project** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Construction Engineering**

consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 4th, 2025** to **March 4th, 2027**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Eleven Thousand Two Hundred Seventy-Two Dollars ($111,272**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House (“ACH”) payments. It is the City’s policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued

and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Dolores Salgado, PE**.

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

3.3.6 Consultant's Representative. Consultant hereby designates **Dolores Salgado, Practice Director, (License No. C067536)**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities

related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

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

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

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance

policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss

or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: **Ardurra Group, Inc.**
3737 Birch St, Suite 250
Newport Beach, CA 92660
ATTN: **Dolores Salgado**

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: **Dennis Mejia, P.E., Utilities Engineering Manager, OMUC**

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

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

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

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

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

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

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ARDURRRA GROUP, INC.

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

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

Construction Engineering Services
for
OMUC Project No. UT1067
Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Sewer Service Improvements

Consultant's proposal will be incorporated as part of the Professional Services Agreement, attached herein as Attachment "1". Consultant will be responsible for providing Scope of Services for the OMUC Project No. UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements

General Project Description:

The City of Ontario's Municipal Utilities Company (OMUC) is implementing a sewer system capital improvements project on Laurel Avenue (Holt Boulevard to G Street), Allyn Avenue (Holt Boulevard to Nocta Street), Nocta Street, and private properties along Nocta Street (Allyn Avenue to 680 feet east in Nocta Street) to mitigate existing deficiencies in the sewer system in the area.

The work under this contract consists of installation of approximately 5,000 linear feet of 8-inch and 10-inch diameter VCP sewer mains; installation of approximately 942 linear feet of 6-inch diameter VCP private sewer laterals; installation of 4-inch and 6-inch VCP sewer lateral to reconnect existing laterals at buildings; installation of sewer manholes; installation of sewer cleanouts; connection to existing sewer manholes at various street intersections; connection to existing sewer main at various points in Nocta Street; implementation of traffic control during construction, pavement repair and street restoration as described in the Plans and Specifications for OMUC Project No. UT1067, UT1070, and UT1077.

The Contractor will furnish all transportation, materials, tools, time, equipment, labor, and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Plans and these Technical Specifications.

All work will be performed during the day between the hours of 7:00 am to 4:00 pm.

The contract time for the Project is Three Hundred Thirty (330) calendar days.

The Project will close bids on December 12, 2024, and the Construction Contract is anticipated to be awarded during the City Council Meeting on February 18, 2025.

The project is a prevailing wage project.

Please retrieve the Plans and Specifications using the information below:

UT 1067_70_77 Sewer Main Improvements

1. GENERAL REQUIREMENTS:

1.1 Basic Services. Consultant agrees to perform all the necessary professional, engineering, and any other necessary engineering services mutually agreeable to the parties for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. "N/A", NOT APPLICABLE.

1.3 Additional Services. "N/A", NOT APPLICABLE.

1.4 Communication with City. Consultant will participate in consultations and conferences with authorized representatives of City and/or other local, regional, or State agencies concerned with the Project, which may be necessary for the completion of the Project or the development of documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences will continue throughout the planning and development of the Project. Consultant will take direction only from the City's Representative, or any other representative specifically designated by the City for this Project, including any Construction Manager contracted by the City.

1.4.1 **Bi-Weekly Project Check-ins.** Consultant will participate in bi-weekly project conference call Microsoft Team meetings with the City, Construction Manager, Contractor, and other relevant parties.

1.4.2 **Meeting Agendas and Minutes with Action Items.** "N/A", NOT APPLICABLE.

1.4.3 **Monthly Billings.** Invoices will include, at a minimum, budget for each task or sub-task, number of hours spent with hourly rate by labor classification during the month and cumulative total for the project for each task. In addition, the monthly invoices will identify indirect and other project related costs incurred during the month. Consultant will provide to the Project Manager one (1) electronic copy (smart pdf).

1.4.4 **Monthly Billing Status Reports.** A Monthly Billing Status Report will be submitted with the Monthly Billing Invoice, which includes: summary of work completed and review of work status relative to the budget. Any divergences between work completed and budget expended needs to be specifically explained.

1.4.5 **Updated Project Schedule.** "N/A", NOT APPLICABLE.

1.4.6 **Updated Project Budget.** "N/A", NOT APPLICABLE.

1.4.7 **Pre-Construction Meeting:** Consultant will attend the Project Pre-Construction meeting.

1.4.8 **Decision Log:** "N/A", NOT APPLICABLE.

1.4.9 **Format of Deliverables:** Consultant will submit all original documents in one or more of the followings formats as directed to by the City: MS Word, MS Excel, MS Project, MS Power Point, PDF, AutoCAD, Arc GIS.

1.5 Coordination and Cooperation with Construction Manager. The City may contract out a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it will provide a copy of its agreement with the Construction Manager so that the Consultant

will be fully aware of the duties and responsibilities of the Construction Manager. The Consultant will cooperate with the Construction Manager and respond to any requests or directives authorized by the City to be made or given by the Construction Manager. The Consultant will request clarification from the City in writing if the Consultant should have any questions regarding the authority of the Construction Manager.

2. CONSTRUCTION ENGINEERING SERVICES:

Consultant is to provide construction engineering services during the Pre-Construction, Construction, and Post-Construction Phases for the OMUC Project No. UT 1067 Laurel Avenue Sewer Main Improvements, UT 1070 Nocta Street Sewer Main Improvements, and UT 1077 Nocta Street Sewer Service Improvements. Upon start of construction, City's team will provide active construction management services. Consultant will provide support services for review of submittals, RFIs, change orders, claim mitigation efforts, and attend construction progress site meetings. Upon completion of construction activities, City's team will forward one set of red-lined drawings to the Consultant to review and sign off on as Finalized As-Builts record drawings on mylar.

Construction Observation Services

City's team will provide construction observation, inspection services on a full-time basis while the Contractor is engaged in construction activities to ensure that the construction proceeds in a safe manner, while strictly adhering to the contract requirements. City's team will maintain daily record of field activities including progress photos and identify issues of concern. City will retain the services of a geotechnical firm to provide services such as compaction testing. Special attention will be given to the construction activities within Southern California Gas and Edison Transmission Lines. The City's team will also ensure that the Contractor maintains redlines to document changes to accommodate deviations from the contract drawings and specifications. Upon completion of construction activities, the Contractor will provide City's team with one set of red-lined record drawings. City's team will forward one set of red-lined drawings to the Consultant to review and sign off on one full size set (24" X 36") of As-Builts record drawings on bond paper.

Phase 2.1 Pre-Construction

Item 2.1.1 Pre-Construction Meeting

Consultant will attend a Pre-Construction meeting with the Contractor and all stakeholders including City staff and utility representatives. City's Construction Management team will prepare a meeting agenda, facilitate the meeting, and prepare meeting minutes and distribution of minutes to all attendees. Consultant will provide technical support to City addressing any questions arising from the pre-construction meeting.

Phase 2.2 Construction

Item 2.2.1 On-Site Construction Management and Inspection

City's Inspection and Construction Management team will provide observation and monitoring of the quality of the construction work.

Consultant will perform periodic site visits to monitor the progress, performance and assess any conflicts which may arise during the course of construction and will coordinate these visits with the City's Construction Management team. It is estimated that up to ten (10) site visits may be required.

Item 2.2.3 Change Order Management

Consultant will assist City's team with negotiating and coordinate the implementation of contract change orders during the construction process. City's team will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Consultant will review and evaluate the appropriateness of all proposed change orders; advise City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work when necessary, as well as recommend approval or denial. Consultant should anticipate responding up to ten (10) change orders.

Item 2.2.4 Requests for Information (RFIs)

Consultant will provide timely RFI review, as requested by City's team, which will include coordination with City's team and Consultant will provide a clear and concise written response to City's team. City's Construction Manager will maintain the RFI log and records. Consultant should anticipate responding up to fifteen (15) RFIs.

Item 2.2.5 Submittal Management

City's Construction Manager will coordinate submittal review with Consultant to ensure timely submittal review and acceptance including review of material and equipment submittals for compliance with contract documents. City's Construction Manager will maintain the submittal log and records. Consultant should anticipate responding up to fifty (50) submittals.

Item 2.2.6 Design Revisions

Consultant will coordinate with the Construction Manager and Contractor regarding any proposed design deviations from the original plans and specifications, requested either by the Contractor or the City, or as a result of Contractor's pothole information. Consultant will issue revised plans as a result of any design revision. Consultant should anticipate responding up to five (5) event design changes.

Consultant shall prepare, at no additional expense to the City, all revisions to documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

Phase 2.3 Post Construction

Item 2.3.1 Final Inspection and Punch List

City's team will compile a detailed "punch list" in coordination with Consultant. City will oversee the complete performance of all punch list items and final clean-up before the Contractor moves off-site.

Item 2.3.2 Coordinate Close-Out and Submittal of Final Documents

City's team will monitor the Contractor's and subcontractor's progress to finalize and submit all project records and documents. City will obtain all record drawings, contract required documents, lien releases and written warranties from the City's Construction Manager.

Once OMUC's Project Manager provides Consultant written approval of the record drawings and specifications, Consultant will forward to City the complete set of original as-built mylar drawings and specifications. The Consultant's tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail. If the complexity of the changes is such that tracing does not produce clear and legible prints, the affected sheets shall be re-plotted, signed by the Engineer of Record, and reproduced on mylar.

Task 2.3.3 Final Payment

City's team will evaluate Contractor's final payment application. Consultant will assist City in resolving any outstanding matters and provide approval and recommendation for final payment. City will file a Notice of Completion with the County.

ARDURRA

January 15, 2025

Mr. Jonathan Yang, Associate Engineer
Ontario Municipal Water Company
1425 S. Bon View Ave
Ontario, CA 91761

Subject: **UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Sewer Service Improvements -**
Proposal for Engineering Services During Construction

Dear Mr. Yang:

It is Ardurra's pleasure to be working with you on this critical water project. Enclosed you will find our proposal for Engineering Services During Construction for the UT1067, UT1070 and UT1077 projects.

We added these statements to our assumptions:

1. The number of estimated submittals, RFIs, Change Order Requests, and meetings is based on the City's Request for Proposal.
2. Ardurra will submit a proposal for City-initiated revisions.

Please feel free to contact me if you have questions or require additional information.

Sincerely,

Kaitlyn Leong, PE
Project Manager
669.259.3863
kleong@ardurra.com

Dolores Salgado, P.E.
Practice Director
661.748.3893
dsalgado@ardurra.com

Enclosures:
1. Exhibit "A" Scope of Work
2. Exhibit "B" Fee Schedule

Exhibit "A" - Scope of Work

Ontario Municipal Utilities Company
UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Sewer Services
Engineering Services During Construction (ESDC)

Task 1 – General Requirements

Provide project management, administration, invoicing, billing, monthly progress reports. This task shall also include communication, coordination and cooperation with the City's staff and the City's Construction Manager.

Task 2 – Construction Engineering Services

Attend construction progress site meetings and provide support services including technical review of submittals, RFIs, change orders, claim mitigation efforts, generation of support calculations, review of applicable standards, and presentation of acceptable alternatives or solutions. Upon completion of construction activities, City's team will forward one set of red-lined drawings to the Consultant to review and sign/approve as Finalized digital As-Builts record drawings.

Task 2.1 – Pre-Construction

Attend preconstruction meeting and provide technical support to City addressing any questions arising from the preconstruction meeting.

Task 2.2 – Construction

Attend periodic site visits to monitor the progress, performance and assess any conflicts which may arise during the course of construction and will coordinate these visits with the City's Construction Management team. It is estimated that up to ten (10) site visits may be required.

Task 2.3 – Change Order Management

Assist the City's team with negotiating and coordinate the implementation of contract change orders during the construction process. City's team will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. Consultant will review and evaluate the appropriateness of all proposed change orders; advise City as to their effect on the contract time and cost; and perform independent estimates of the proposed change order work when necessary, as well as recommend approval or denial. Consultant should anticipate responding up to ten (10) change orders.

Task 2.4 – Requests for Information (RFI)

Review and respond to contractor's Request for Information (RFIs) the duration of the project (assumed 15 total). Responses will be provided within five (5) working days and in accordance with the Contract Documents.

Task 2.5 – Submittal Management

Review and respond to contractor's submittals the duration of the project (assumed 50 total). Ensure contractor submittals are in conformance with the Contract Documents. Document the status of submittals, received and corresponding responses, via a Submittal Log and provide the City with an updated log the entire project duration.

Task 2.6 – Design Revisions

Prepare construction field order changes and design changes, as required during construction. Five (5) changes are assumed.

Task 3 – Post Construction

Task 3.1 – As-Built Record Drawings

Prepare record drawings per City's standard process. Final drawings provided via PDF along with accompanying CAD files.

Assumptions

1. This scope assumes Ardurra will respond directly to the City or the City's Construction Manager and not to the Contractor's questions via email or phone.
2. The number of estimated submittals, RFIs, Change Order Requests, and meetings is based on the City's provided scope of work.
3. Ardurra will submit a proposal (scope and fee) for any City-initiated revisions beyond this scope.
4. Fee is based on time and materials, not to exceed amount.

EXHIBIT "B" FEE SCHEDULE
Ontario Municipal Utilities Company (OMUC)
Engineering Services During Construction for
UT1067, UT1070, and UT1077 ESDC

	Task Item	Labor Hours						Direct Costs	TOTAL
		Project Director	Project Manager I	Project Engineer II	Admin	Sr. Construction Manager	Document Control		
	2025 Rates	$ 345	$ 220	$ 165	$ 110	$ 273	$ 142		
TASK 1 -	General Requirements								
	Project Management, Invoicing/Billing, Progress Reports	4	24		12				$ 7,980
								General Requirements	**$ 7,980**
TASK 2 -	Construction Engineering Services								
	Pre-Construction Meeting		4	1				$ 500	$ 1,545
	Construction Meetings (10 total)		10	10				$ 2,000	$ 5,850
	Field Site Visits (10 total)		40					$ 2,000	$ 10,800
	Change Order Management (10 total)		12	10		24	10		$ 12,262
	Requests for Information (15 total)		15	30		2	15		$ 10,926
	Submittal Reviews (50 total)		32	80		2	50		$ 27,886
	Design Revisions (5 total)	2	20	40		2	10		$ 13,656
								Construction Engineering Services	**$ 82,925**
TASK 3 -	Post Construction								
	Record Drawings		12	40					$ 9,240
	Additional Services As Needed								$ 11,127
								Post Construction	**$ 20,367**
	Total Hours:	6	169	211	12	30	85		
	Total Project Cost:	$ 2,070	$ 37,180	$ 34,815	$ 1,320	$ 8,190	$ 12,070	$ 4,500	$ 111,272
								TOTAL CONTRACT AMOUNT, T&M NTE	**$ 111,272**

EXHIBIT "C"
SCHEDULE OF SERVICES

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

Task Number	Project Title	Not to Exceed Fee
0.0	OMUC Contract No. UT 1067, UT 1070, UT 1077 Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements	$111,272
Grand Total		$111,272

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 8
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
KLEINFELDER, INC.

1. Parties and Date.

This Amendment No. 8 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Kleinfelder, Inc.**, a California Corporation, **"Consultant".** City and **Consultant** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**On-Call Material Testing & Geotechnical Engineering Services**" dated **March 7, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend the Agreement to extend the term of the agreement to Marc 7, 2027 and increase the compensation by **One Hundred Thirty-Five Thousand Six Hundred Fifty-Four Dollars ($135,654)** for a total-not-to-exceed compensation of **One Million Six Hundred Ninety-One Thousand Two Hundred Six Dollars ($1,691,206)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Geotechnical and Material Testing Services for the OMUC Project No. UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements**" and dated **December 13, 2024**. The Parties have heretofore entered into that Amendment No. 1 dated, April 4, 2023, Amendment No. 2 dated, May 2, 2023, Amendment No. 3 dated, May 2, 2023, Amendment No. 4 dated March 5, 2024, Amendment No. 5 dated, March 5, 2024, Amendment No. 6 dated, June 18, 2024, Amendment No. 7 dated, January 1, 2025.

2.3 Amendment Authority. This Amendment No. 8 is authorized pursuant to Section **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Section **3.1.2 - Term** and **3.2.1 - Compensation, Exhibit A through Exhibit B** of the Agreement is hereby amended in its entirety to read as follows:

Section 3.1.2 Term The term of this Agreement shall be from February 7, 2023 to March 7, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Section 3.2.1 Compensation Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Six Hundred Ninety-One Thousand Two Hundred Six Dollars ($1,691,206)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **8**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **8**. From and after the date of this Amendment No. **8**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **8**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 8.

3.4 Severability. If any portion of this Amendment No. 8 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 8 TO PROVIDE ON-CALL MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 8 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

KLEINFELDER, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Attachment A

Exhibit “A” - SCOPE OF SERVICES –

EXHIBIT A

Scope of Services

Geotechnical and Material Testing Services
for
OMUC Project No. UT1067
Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements

General Project Description:

The City of Ontario's Municipal Utilities Company (OMUC) is implementing a sewer system capital improvements project on Laurel Avenue (Holt Boulevard to G Street), Allyn Avenue (Holt Boulevard to Nocta Street), Nocta Street, and private properties along Nocta Street (Allyn Avenue to 680 feet east in Nocta Street) to mitigate existing deficiencies in the sewer system in the area.

The work under this contract consists of installation of approximately 5,000 linear feet of 8-inch and 10-inch diameter VCP sewer mains; installation of approximately 942 linear feet of 6-inch diameter VCP private sewer laterals; installation of 4-inch and 6-inch VCP sewer lateral to reconnect existing laterals at buildings; installation of sewer manholes; installation of sewer cleanouts; connection to existing sewer manholes at various street intersections; connection to existing sewer main at various points in Nocta Street; implementation of traffic control during construction, pavement repair and street restoration as described in the Plans and Specifications for OMUC Project No. UT1067, UT1070, and UT1077.

The Contractor will furnish all transportation, materials, tools, time, equipment, labor and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Plans and these Technical Specifications.

All work will be performed during the day between the hours of 7:00 am to 4:00 pm.

The contract time for the Project is Three Hundred Thirty (330) calendar days.

The Project will close bids on December 12, 2024, and the Construction Contract is anticipated to be awarded during the City Council Meeting on March 4, 2025.

The project is a prevailing wage project.

Please retrieve the Plans and Specifications using the information below:

UT 1067_70_77 Sewer Main Improvements

Applicable Standards
All activities will be performed in accordance with current Greenbook specifications, the special provisions provided herein, applicable statutes, regulations, and City policies. Consultant will obtain, at its expense, all applicable Manuals.

Geotechnical & Material Testing Services:

Item 1 – Pre-Construction Meeting

- The Consultant's Project Manager and Project Specific Inspector will attend the pre-construction meeting.

Item 2 – Field Inspections & Testing

- Full-time/as-needed field observation and testing of compacted utility trench backfill.
- Full-time/as-needed field observation and compaction testing during asphalt concrete placement.
- Laboratory testing of soils, aggregate base, slurry, concrete and asphalt concrete.
- Maintain a complete log of all field inspection and testing reports.
- The consultant will maintain an active and professional relationship with the City's Project Manager and Inspectors along with the City's hired on Construction Management Consultant and Contractor.

Item 3 – Review Mix Designs

- Review all concrete/slurry mix designs.
- Review all asphalt concrete mix designs.

Item 4 – Project Punchlist/Close-out Report

- Provide a complete project close-out report. In the appendices' section, please provide a chronological and complete log of all field inspections and testing reports for the project.

Item 5 – Any Miscellaneous Testing

- Consultant will add a 10% allowance for the City Project Manager to use for any unknown testing that may occur during the duration of the project.

Consultant shall have the ability to provide services and test results for tasks listed above within 24-48 hours.

Please note that travel time will not be permitted for geotechnical and material testing services unless specifically authorized by the City. The Consultant should include travel time to and from project sites in its respective billing rates. All work is subject to prevailing wage rates as set by the State of California. All field work by the Consultant, including its subcontractor(s), shall be completed in accordance with the California Labor Code and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No services shall be provided until Notice to Proceed has been issued. Once authorized to proceed, the Consultant shall diligently perform the duties in the approved Proposal.

December 13, 2024

Jonathan Yang, EIT
Ontario Municipal Utilities Company
1425 S. Bon View Avenue
Ontario, CA 91761

Subject: Proposal to Provide Professional Geotechnical and Material Testing Services for the OMUC Project No. UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements

Kleinfelder, Inc. (Kleinfelder) is pleased to submit this proposal to Ontario Municipal Utilities Company (OMUC) for the subject project. We offer OMUC the following benefits, detailed throughout our proposal:



TRUSTED & SEASONED TEAM. Our Team has ***15+ years of direct project experience working with the City of Ontario (City) and OMUC*** on municipal facilities, water infrastructure, and more. We have specifically staffed our team to include many of the same familiar Kleinfelder personnel that OMUC and the City have worked with on previous projects. These individuals are ready to start work immediately with no learning curve.



LOCAL ONTARIO OFFICE & LABORATORY. Kleinfelder's ***local Ontario office and accredited laboratory is located two miles from OMUC.*** Our local presence provides value to OMUC by being able to dispatch the appropriate staff within minutes of receiving requests, expedite testing turnaround times, eliminate travel time and mileage charges, and providing an elevated level of availability for emergency response.



LOCAL, QUALIFIED STAFFING RESOURCES. Kleinfelder has identified ***local, in-house personnel*** in Southern California for this project. These experts hold multiple professional registrations, certifications, and are cross trained to provide special inspection, materials testing, and geotechnical engineering services on virtually every type of construction project. We also can ***draw upon Kleinfelder's 3,000+ national resources from 100+ offices if needed.***



TRACK RECORD OF PERFORMANCE. Our team has successfully completed numerous projects throughout Southern California for a variety of municipal clients including OMUC and the City on time and under budget. We will ***continue to work to protect OMUC's interests***, leveraging our trusted abilities in navigating and resolving on-site construction difficulties, issues, and challenges to keep OMUC's projects on schedule and within budget.

Staffing Resources

The ability to perform on this contract is well within the Kleinfelder team's capacity. Kleinfelder will support this project from our ***local office and full-service testing laboratory in Ontario***, which is fully accredited. Project Manager ***Mr. Dany Hanna, PE,*** Lead Geotechnical/Materials Engineer ***Mr. Eric Noel, PE, GE,*** Lead Materials Testing Task Order Manager ***Mr. Anouar Kartite, PE,*** and Project Specific Lead Inspector ***Mr. Thomas Rebosky*** are fully available to OMUC throughout the project duration. Brief biographies and resumes are provided for these experts in Section 2 of this proposal.

Our Southern California operations include offices and/or laboratories in Ontario, Riverside, Laguna Hills, Cerritos, Los Angeles, and San Diego, with ***340+ qualified engineers, geologists, managers, field, and administrative staff***. Kleinfelder has enjoyed a solid working relationship with OMUC and the City since 2007. ***Under our previous and current contracts with OMUC and the City, we have successfully performed on-call materials testing and geotechnical engineering services for the past six years.*** Providing quality services on time and within scope and budget is Kleinfelder's primary responsibility and commitment to OMUC. Additionally, Kleinfelder has successfully performed $100M+ in services similar to those required for this project for public agencies throughout Southern California.

Proposed Method to Accomplish the Work

Our proposed method to accomplish the work for this project derives from our ***15+ years of experience working with OMUC and the City*** and our detailed review of the scope of services presented in the RFP, Exhibit A. Kleinfelder has successfully executed the scope of services for OMUC, the City, and other local public agencies. We are confident that our Kleinfelder team presented in this submittal can ***successfully deliver high quality, full service to*** OMUC through the methods, best practices, and technical and management approach presented in Section 3 of this proposal.

Fee Proposal, Other Information, and Certification of Proposal

Kleinfelder has included our approved on-call contract rates for OMUC and the City in Section 4 of this proposal. We have also included our proven approach of completing similar projects on time and within allocated budget in Section 5 of this proposal. The proposal has been signed below by fully authorized representative Mr. Dany Hanna, PE below who is empowered with signature authority to bind the Kleinfelder team for this project with OMUC. Please contact the undersigned if you have any questions or require additional information.

Sincerely,
KLEINFELDER, INC.

Dany Hanna, PE
Project Manager & Principal-In-Charge
P | 909-657-1723
E | DHanna@kleinfelder.com

2. STAFFING RESOURCES

a. Firm Staffing and Key Personnel

Our team is comprised of knowledgeable, capable, and experienced local professionals who are not only experts with this scope of work, but also have specific knowledge of OMUC standards and procedures. Our organization chart to the right provides a graphic illustration of the members of our project team, their roles and responsibilities, as well as how they will interact with each other.

Brief resumes for each of our key personnel are in the table below. The table also includes their roles and responsibilities for this project. In addition to those specifically listed, Kleinfelder possess a deep bench of talented technical and professional staff to supplement the project team should the need arise.



b. Subcontractors/Subconsultants

Kleinfelder has the in-house capabilities to perform all the services requested in this RFP and thus will not require any subcontractors/subconsultants.

DANY HANNA, PE | Project Manager, Principal-in-Charge, and Primary Point-of-Contact



MBA, Finance; MS, Civil Engineering (Pavement); BS, Civil Engineering; PE-Civil, CA, No. 70996

Mr. Hanna has 23 years of experience as Principal In-Charge, Program Manager, Client Account Manager, and Quality Assurance Manager for multiple agency on-call contracts, including the City, OMUC, RCTD, County of Los Angeles, Caltrans, OCPW, City of Long Beach, and various Southern California agencies. He has a successful history of managing large public agency contracts with numerous task orders occurring simultaneously. Mr. Hanna will be responsible for managing resources to successfully deliver on this project; serve as the Point-of-Contact for OMUC to coordinate and facilitate communication; enforce adherence to the schedule and budget; and resolve any project-related issues.

ERIC NOEL, PE, GE | Lead Geotechnical/Materials Engineer



MS, Geotechnical Engineering; BS, Civil Engineering; PE-Civil, CA, No. 53513; GE, CA, No. 2506

Mr. Noel has 33 years of management and technical experience for numerous on-call geotechnical and materials testing contracts, municipal agencies, and private industry, including management of various geotechnical projects throughout Southern California. His technical expertise includes analyses of shallow and deep foundations, compressible and expansive soils, surcharge fills, slope stability studies, deep excavations and shoring, and liquefaction potential. Mr. Noel has led several on-call contracts with numerous task orders for the City, OMUC, RCTD, City of Industry, County of LA, and various Southern California agencies. Mr. Noel will coordinate and supervise Kleinfelder's engineering services; engineering analyses and review of as-built records; review of testing results; preparation of final reports; and internal technical reviews including quality efforts and final report reviews.

ANOUAR KARTITE, PE | Lead Materials Testing Task Order Manager



MBA, Operations; BS, Civil Engineering; PE-Civil, CA, No. 70982

Mr. Kartite has 19 years of experience providing operational and management support for large-scale construction programs throughout Southern California. He is instrumental in providing task order management and QA/QC oversight for projects involving construction materials testing and special inspection services. He provides project field supervision, field and laboratory report reviews, and technical support to the project team. Mr. Kartite has led numerous task orders under several on-call contracts for the City, OMUC, County of Los Angeles, and various Southern California agencies. Mr. Kartite will be responsible for the daily operations and tasks associated with directing, reviewing, and monitoring work performed by Kleinfelder's Inspectors and Testers on this project.

THOMAS REBOSKY | Project Specific Lead Inspector



Concrete Field Testing Technician, Grade I, ACI; Nuclear Gauge Operator; ICC Soils Special Inspector

Mr. Rebosky has 26 years of experience performing sampling and testing soils, asphalt, and concrete. His experience includes performing observation, testing, documentation, and reporting on work performed by contractors involved in earthwork grading as well as foundations, pavements, utility, and wall construction. As an ACI Concrete Field Technician, his duties include routinely sampling, testing, and making concrete test specimens on concrete placed for slabs-on-grade, pilasters, and other concrete structures. He regularly performs density/moisture tests of soils and pavement materials by use of nuclear density gauge. Mr. Rebosky has worked as a Project Specific Lead Inspector on 10+ projects for OMUC and the City over the past 5 years.

3. PROPOSED METHOD TO ACCOMPLISH THE WORK

Project Understanding

We understand this project consists of the implementation a sewer system capital improvements project on Laurel Avenue (Holt Boulevard to G Street), Allyn Avenue (Holt Boulevard to Nocta Street), Nocta Street, and private properties along Nocta Street (Allyn Avenue to 680 feet east in Nocta Street) to mitigate existing deficiencies in the sewer system in the area. The work under this contract consists of installation of approximately 5,000 linear feet of 8-inch and 10-inch diameter VCP sewer mains; installation of approximately 942 linear feet of 6-inch diameter VCP private sewer laterals; installation of 4-inch and 6-inch VCP sewer lateral to reconnect existing laterals at buildings; installation of sewer manholes; installation of sewer cleanouts; connection to existing sewer manholes at various street intersections; connection to existing sewer main at various points in Nocta Street; implementation of traffic control during construction, pavement repair and street restoration as described in the Plans and Specifications for OMUC Project No. UT1067, UT1070, and UT1077. Our services will consist of attending a pre-construction meeting, providing field inspections and testing during the construction phase, reviewing mix design submittals, preparing a project close-out report, and performing any miscellaneous testing requested by OMUC. The construction duration for the project is estimated to be 330 calendar days.

Kleinfelder's team recognizes the challenges of working in an on-call, as-needed environment, and the importance of providing the just-in-time appropriate staff for the job. Kleinfelder has several proven approaches and systems in place to track staffing, availability , and help ensure the OMUC will receive exceptional services, the moment it is needed.

Technical & Management Approach

Kleinfelder's success in managing this project will depend on our ability to provide oversight, direction, and regular communication with OMUC and to use the available project management (tracking and scheduling) tools to stay abreast of budgets and schedules. Kleinfelder's Project Manager Mr. Dany Hanna will maintain regular contact with OMUC's designated lead in order to anticipate potential needs for Kleinfelder's services and to ***provide prompt execution of task assignments***. Mr. Hanna will exercise control of the project using the following mechanisms to maintain on-time performance of the job tasks and high quality of the deliverables.

PROJECT MANAGEMENT AND CONTROLS



Project Staffing. Our Project Manager will assemble a project-specific team with the responsibility to review the work plan, project plans, and specifications. These personnel will be introduced to OMUC's staff at a kickoff meeting. A kickoff meeting or teleconference will be held initially between OMUC's designated Project Manager and lead inspector, general contractor representatives, Kleinfelder's Project Manager, and key professionals, as necessary. The purpose of this meeting is to verify that associated parties have a clear vision of the project goals, deliverables, and timelines required from the outset.

"…Kleinfelder's in-house materials laboratory is a great resource to perform various tests that cannot be performed in the field materials laboratory. Often, these test services are requested with short notice and are critical to the progress of the Contract. Kleinfelder has always performed well under these circumstances."

Edward Fitzgibbon,
Caltrans Senior Resident Engineer

Work Plans. Kleinfelder's Project Manager will develop a Work Plan that will define the goals and objectives of the project and a work breakdown structure (WBS) of subtasks will be developed based on the scope of services for the project. Using the WBS and project milestones, a schedule will be developed and if requested, can be submitted to OMUC for review and comments.

Project Meetings and Technical Briefings. We anticipate the need to attend meetings and technical briefings with OMUC during the course of the project to discuss field conditions, testing programs, preliminary findings, and other issues as individual task assignments may warrant. Minutes of internal team coordination meetings will be recorded and provided to OMUC when issues are identified that may impact the project milestones and budget.

Progress reports can be prepared monthly for submittal to OMUC and can also be communicated more frequently by telephone between the Kleinfelder and OMUC's project managers. We anticipate submitting progress reports with our monthly invoices, if requested by OMUC. Monthly reports prepared for similar projects typically include a description of the work performed or completed during the invoice schedule, appropriate changes to the schedule, task budget expended, and task budget remaining.

Kleinfelder reviews project progress on a weekly basis and will develop and implement corrective actions immediately upon identification of a scheduling conflict or delayed task/assignment. Adjusted scheduling information will be entered into the tracking software and schedule updates will be prepared.

Quality Control, Quality Assurance, Technical Expertise. An important aspect of ***Kleinfelder's ability to provide reliable service is in our proactive quality control and quality assurance program***. An in-house, well-established review process is employed for technical reports, design drawings/specifications, and bidding documents. A Senior Review Team is assigned to projects to review our work scope and project

deliverables for conformance to project requirements, standards of practice, and client expectations. Our Senior Review Team will review technical adequacy and scope compliance of draft and final documents prior to submittal to OMUC, and materials testing reports will be signed off by a licensed Civil Engineer registered in the State of California, if requested by OMUC.

Proactive Communication	Engage with OMUC and the project team during construction phases to understand the project and OMUC's needs Establish lines of communication
Knowledge	Utilize our Senior Review Team Apply knowledge and experience to assist the project team Early notification of potential problems
Value	Always focus on project schedule, budget, and quality Anticipate issues and out-of-scope items to avoid delays and change orders Continuously improve processes

Management Tools. Kleinfelder uses information management systems to track weekly project labor and work element progress in terms of projected and actual costs. For budget control, Kleinfelder uses Deltek to track project budgets, and each Kleinfelder Project Manager has access to updates on the project budget and expenditure information from their personal computers. A work breakdown structure is established, dividing projects into tasks that are allotted a budget. Project cost information is updated weekly as timesheets are entered. Using this information, Kleinfelder's Project Manager can assess the percent of budget expended on a particular task for comparison to the percent of actual work completed.



Our staff's ability to observe multiple aspects of a project from start to finish will maintain continuity through the construction process helping OMUC demonstrate consistency in materials testing and inspection.



Our depth of qualified resources enables us to be highly responsive to project needs and meet short-notice construction schedules/deadlines helping OMUC avoid delays or claims.



Our in-house multi-certified testers and inspectors will increase efficiency and provide cost savings for OMUC.



Our Health and Safety Manager and inspectors will ensure compliance with federal, state, and local safety guidelines for our staff, thereby minimizing the risks associated with construction projects.

Proven Process to Deliver our Services

We understand that each project as well as OMUC's needs and objectives are unique, therefore this six-step process only provides a basic framework and can be modified accordingly. We anticipate utilizing the following process to successfully deliver to OMUC on this project.

Step 1: Attendance of the Pre-Construction Meeting



Our Project Manager and Project Specific Lead Inspector will attend the pre-construction meeting and meet with the contractor and OMUC's representatives to initialize the project expectations, construction phasing, schedule, and project requirements. Communication controls and expectations will be clearly outlined for future activities. The primary goal is to have a mutual understanding of OMUC's expectations of Kleinfelder and the conduct of the construction activities. ***With a clear understanding of the expectations, unanticipated changes and surprises can be dramatically reduced***. At this time, we will review project plans and specifications to evaluate the intended scope of services, prepare a work breakdown structure, and provide alternatives for consideration.

Step 2: Identification of Construction Schedule

The construction schedule will have a large impact on the requirements and duration of our services. It is important, both from a scheduling and accounting standpoint, to have an agreed-upon schedule and budget to follow and measure. These elements will ***help us to provide OMUC with progress benchmarks***, both from a financial and construction viewpoint. Our Project Manager and Project Specific Lead Inspector will meet to thoroughly review the construction schedule and bring any questions or concerns to the attention of OMUC's staff.

Step 3: Review of Mix Designs & Submittals

Prior to the start of construction, our Project Manager will request copies of mix designs and submittals for the construction materials intended to be used on the project. A review of these mix designs and submittals will be performed against the applicable Greenbook specifications as well as the project plans and specifications to determine compliance of the materials for their intended use on the project. A summary of findings letter will be drafted and signed by a licensed Civil Engineer registered in the State of California and distributed to OMUC's team. We anticipate providing mix design reviews for asphalt concrete and Portland cement concrete for this project.

Step 4: Field Inspections and Testing

We understand that the scheduling of testing, inspections, and providing results to OMUC's team in a timely manner is essential. Once notified with a time and location where our Project Specific Lead Inspector will be required by the OMUC team, our centralized Kleinfelder dispatch team will schedule the Project Specific Lead Inspector for assignment. The inspector will become intimately familiar with the project documents and will ***maintain a complete log of field inspection and testing reports*** which will document records of time and work performed. They will review safety protocols and safe work practices for each activity and will participate in daily safety tailgate meetings prior to the start of work. Our inspector will ***maintain an active and professional relationship with OMUC's Project Manager, Inspectors, Construction Management Consultant, and the Contractor***.

Once on the jobsite, our multi-certified Project Specific Lead Inspector will check in with OMUC's onsite representative and perform the following full time/as-needed field inspections and testing:

Subgrade and Aggregate Base – Utility Trench Backfill & Compaction Testing

Our field personnel will verify that exposed subsurface conditions are as anticipated and that fill material is placed in lifts of suitable thickness, properly moisture-conditioned, and adequately compacted. We will provide as-requested observation and testing services for backfilling of excavations resulting from utility activities. Compaction testing will be performed in general accordance with the project plans and as recommended in the project geotechnical report. Field compaction testing will be performed using a nuclear density gauge and periodically by use of the sand cone method. Our Project Specific Lead Inspector will collect samples of the fill materials and deliver them to our laboratory for testing. All laboratory testing and field compaction testing will be performed in accordance with the project specifications under the direction of a Professional Engineer, licensed in the State of California.

Asphalt Density Testing & Batch Plant Inspection

Prior to placement of asphalt concrete, our Project Specific Lead Inspector will observe the asphalt tack coat placed to determine it has set sufficiently. During placement of asphalt concrete, our inspector will review batch tickets from each truck to confirm the proper mix is delivered, and will observe placement of the asphalt, obtain composite samples for laboratory testing, and monitor mix temperatures. After compaction efforts are completed, our inspector will perform density testing utilizing a nuclear gauge in accordance with the appropriate test standard to assist the contractor in their determination of rolling patterns and to determine the in-place relative compaction of the asphalt pavement. Additionally, we will staff the project with an asphalt batch plant inspector periodically to monitor batching operations, monitor batch temperatures, check batch tickets, and perform asphalt, aggregate, and binder sampling. Our personnel will sample and deliver asphalt materials to our laboratory for the required testing.

Portland Cement Concrete Sampling & Testing

During placement of fresh concrete, slump, temperature tests, and specimens will be cast by our Project Specific Lead Inspector for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our local laboratory after the initial on-site curing period. Concrete batch tickets for concrete placed will be monitored during placement for mix compliance verification.

Daily Field Report Submittal

Daily field reports and test results will be logged and provided to OMUC's onsite representative each day for review and signature and delivered to Kleinfelder's Project Manager at least on a weekly basis, or daily when time-critical items are identified for immediate resolution. The daily field reports are reviewed for quality conformance with Kleinfelder's written guidelines for field documentation. Our Project Specific Lead Inspector will maintain a list of non-compliance issues and track resolution of these items. In addition, our inspector will document and track re-inspection and re-testing daily, so that OMUC may back-charge the contractor for these additional costs, if desired.


Daily Field Report - Jul 25, 2019

Sample daily field report.



Kleinfelder inspector performing sand cone testing.



Placing HMA Overlay.



Kleinfelder's Ontario Laboratory

Step 5: Laboratory Testing

100% of laboratory testing for this project will be performed in our fully accredited local Ontario laboratory, which is just minutes away from the project location. Laboratory testing and analysis will be performed by technicians certified for the test methods required. Our laboratory manager reviews the data and distributes a typed report with results of testing, indicating whether the material did or did not meet the requirements of the project specifications. Laboratory test reports will be forwarded electronically to OMUC's representative and designated team members within 24 hours of testing, and hard copies can be provided upon request. OMUC's representatives and Kleinfelder's Project Manager will be notified immediately if a sample fails to meet specifications so that an alternate plan may be implemented. Our local Ontario laboratory meets and exceeds the ASTM E-329 requirements for facility, personnel, equipment, quality system, procedures, management of records, and reporting. Our compliance with ASTM E-329 accreditation and license requirements is verified by the following local, state, and national agencies and organizations:

CERTIFYING AGENCY	ACCREDITATION
Caltrans	✓
City of Los Angeles	✓
American Association of State Highway and Transportation Officials (AASHTO)	✓
US Army Corps of Engineers (USACE)	✓
Department of Health Care Access and Information (HCAI) (Formerly OSHPD)	✓
Department of General Services (DGS)	✓
Division of State Architect (DSA)	✓
National Institute of Standards and Technology (NIST)	✓
Metropolitan Transportation Agency (LA Metro)	✓
Cement & Concrete Reference Laboratory (CCRL)	✓
American Society for Testing and Materials (ASTM) E329	✓

Step 6: Reporting and Project Punchlist/Close-out Report

We will provide your onsite representatives and other designated team members with a copy of results, including:

- Daily field reports (daily)
- Daily test results performed in the field (daily)
- Project memos or clarification requests (as needed)
- Budget status reports (weekly or monthly)
- Any unusual or unanticipated activity or observations (as observed)

Laboratory test reports will be forwarded electronically to OMUC's representative and designated team members within 24 hours of testing. A complete project close-out report will be prepared for materials testing and inspection, summarizing the observations and testing made in the field and laboratory, and providing conclusions for suitability and recommendations. ***This project close-out report will include an appendices' section which will be comprised of a complete log in chronological order documenting field inspection and testing reports*** for the duration of the project.







"Kleinfelder's staff has continually demonstrated a commitment to high quality service, while maintaining a high standard of professionalism and ethics. Kleinfelder's services are provided with a high degree of care and personal attention, with the objective of producing quality projects on-time and in a cost-effective manner. Kleinfelder's deliverables met the City's high expectations for completeness and readability, which could not have been achieved without your staff's hard work and sometimes long hours."

Gills Monroe, City of Long Beach
Chief Construction Inspector (retired)

4. FEE PROPOSAL

Kleinfelder has reviewed the scope of services presented in the RFP, Exhibit A. Kleinfelder's Fee Proposal below includes our contract approved hourly billing rates, a breakdown of components under each task, estimated fee, and project assumptions.

KLEINFELDER'S FEE PROPOSAL

CITY OF ONTARIO
Professional Geotechnical & Material Testing Services for
OMUC Project No. UT1067 Laurel Avenue Sewer Main Improvements, UT1070 Nocta Street Sewer Main Improvements, and UT1077 Nocta Street Private Sewer Lateral Improvements

Description & Breakdown of Components	Number of Hours/Units	Hourly Billing Rates	Estimated Fee
ITEM 1: PRE-CONSTRUCTION MEETING			
Project Manager Attendance at Pre-Construction Meeting	2	$200	$400
Project Specific Lead Inspector Attendance at Pre-Construction Meeting	2	$138	$276
		Subtotal for Item 1	**$676**
ITEM 2: FIELD INSPECTIONS & TESTING			
Onsite & Batch Plant Testing Services (Soil/Aggregate Base/Asphalt/Concrete)			
Sewer Main Backfill & Compaction - 54 Total Days @ 8 Hours Each Day	432	$138	$59,616
Sewer Lateral Backfill & Compaction - 8 Total Days @ 8 Hours Each Day	64	$138	$8,832
Asphalt & Aggregate Base (Includes Periodic Batch Plant) - 20 Total Days @ 8 Hours Each Day	160	$138	$22,080
Structural Concrete - 2 Total Days @ 8 Hours Each Day	16	$138	$2,208
Laboratory Testing Services (Soil/Aggregate Base/Asphalt/Concrete)			
Modified Proctor	7	$290	$2,030
Sand Equivalent	2	$180	$360
Sieve Analysis, Coarse & Fine	1	$200	$200
Resistance R-Value	1	$390	$390
Los Angeles Abrasion	1	$240	$240
Coarse Specific Gravity & Absorption	1	$100	$100
Hveem Stability, Without Compaction	8	$220	$1,760
AC Content by Ignition Oven	8	$190	$1,520
Gradation of Extracted Aggregate	8	$150	$1,200
Unit Weight, Hveem Method	8	$370	$2,960
Concrete Compression	10	$40	$400
Project Management/Administrative Services			
Project Manager	60	$200	$12,000
Project Administrator	30	$135	$4,050
		Subtotal for Item 2	**$119,946**
ITEM 3: REVIEW MIX DESIGNS			
Review of Portland Cement Concrete Mix Design (assumed 1 mix used)	2	$200	$400
Review of Asphalt Concrete Mix Designs (assumed 2 mixes used)	4	$200	$800
		Subtotal for Item 3	**$1,200**
ITEM 4: PROJECT PUNCHLIST/CLOSE-OUT REPORT			
Preparation of Project Close-out Report (billed as a lump sum)	1	$1,500	$1,500
		Subtotal for Item 4	**$1,500**
ITEM 5: MISCELLANEOUS TESTING			
10% Allowance for the City Project Manager's Use	1	10%	$12,332
		Subtotal for Item 5	**$12,332**
		TOTAL ESTIMATED COST (ITEMS 1 - 5):	**$135,654**

PROJECT ASSUMPTIONS

1. The contractor will backfill and compact approximately 100 LF of trench to finished grade per 8-hour shift.
2. Rates listed above assume that Prevailing Wage Laws apply to this project.
3. Kleinfelder is not assuming the role of Geotechnical Engineer of Record.
4. Technician rate includes nuclear density gauge and/or sand cone equipment.
5. Traffic control will be provided by the contractor.
6. Access to the site will be provided by the contractor.
7. Overtime services will not be required.
8. Batch plant inspections will be provided periodically for asphalt concrete placements.
9. Kleinfelder will provide services and test results for tasks listed above within 24 - 48 hours.

5. OTHER INFORMATION

Completing Similar Projects on Time Within Allocated Budget

Kleinfelder has a wealth of experience with public works projects and has a long, successful history of providing construction materials testing and inspection, and geotechnical engineering services on public works-related projects on an on-call basis. Over the past 35 years, more than half of Kleinfelder's projects in Southern California have been completed for the public sector. Approximately 90 percent of current projects in our Ontario location are public works-related and performed directly for public agencies or through teaming partners.

Kleinfelder has recently or is currently providing direct relevant construction materials testing and inspection and geotechnical engineering services for governmental agencies in Southern California for the agencies noted below. ***Kleinfelder is a leader in managing and performing on-call materials testing and inspection, geotechnical engineering, and value-added services similar in anticipated project size and scope as this project.*** The following matrix demonstrates key personnel involvement and how Kleinfelder's experience relates to the anticipated scope of work.

CONTRACT NAME & DURATION	KEY PERSONNEL INVOLVEMENT	SIMILAR SCOPE ELEMENTS
City of Ontario, As-Needed Geotechnical Engineering, Materials Testing, and Inspection Services *(2017 – Ongoing)*	• Dany Hanna – Project Manager • Mike Dorsch – Materials Testing TO Manager • Eric Noel – Geotechnical/Materials Engineer • Jeff Waller – Geotechnical Engineer • Anouar Kartite – Materials Engineer • Materials Testers: Thomas Rebosky, Eddie Jabbour, Jeff Diaz, Mike Magana,	• Laboratory testing • Materials testing • Specialty inspection services • Preliminary geotechnical investigations • Review of project plans, specs, and submittals • Geotechnical observations/testing, report prep
City of Industry, On-Call Geotechnical and Environmental Engineering and Construction Support Services *(1991 – Ongoing)*	• Eric Noel – Contract Manager • Jeff Waller - Geotechnical Engineer • Mike Dorsch – QA/QC Manager • Mike Magana – Laboratory Supervisor • Jeff Diaz – Task Order Lead • Materials Testers: Thomas Rebosky, Eddie Jabbour, Scott Morris, Julian Calderon	• Laboratory testing • Materials testing • Preliminary geotechnical investigations • Review of project plans, specs, and submittals • Geotechnical observations/testing, report prep • Geotechnical engineering
County of Riverside Transportation Department, On-Call Highway Geotechnical Engineering, Materials Evaluation and Testing Services *(2013 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Geotechnical Engineers: Eric Noel and Jeff Waller • Materials Testers: Thomas Rebosky, Eddie Jabbour, Jeff Diaz, Dominic Montemayor	• Materials testing • Specialty inspection services • Laboratory testing • Review of project plans & specs • Geotechnical engineering • Review of contractor submittals
Orange County Public Works, On-Call Construction Services Geotechnical Engineering and Materials Testing Services *(2017 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Geotechnical Engineer - Eric Noel • TO Manager – Anouar Kartite • Materials Testers: Dominic Montemayor, Jeff Diaz, Mike Magana, Eddie Jabbour	• Materials testing • Geotechnical engineering • Laboratory testing • Specialty inspection services • Review of contractor submittals
County of Los Angeles, As-Needed Materials Testing, Inspection, and Geotechnical Engineering Services, Federally and Non-Federally Funded Projects *(2016 – Ongoing)*	• Dany Hanna – Contract Manager • Mike Dorsch – QA/QC Manager • Anouar Kartite – Materials Engineer • Eric Noel – Task Order Manager • Jeff Waller - Geotechnical Engineer • Inspectors/Technicians: Thomas Rebosky, Mike Magana, Eddie Jabbour, and Jeff Diaz	• Materials testing • Laboratory testing • Specialty inspection services • Geotechnical engineering • Review of project plans & specs • Review of contractor submittals

Experience Working with Public Agencies on Similar Projects

Kleinfelder is a public works project specialist. We understand the critical role public agencies have in delivering on-time, on-budget and within scope. At Kleinfelder, we have the depth of resources and experience in geotechnical engineering, construction inspection, special inspection, and materials sampling and testing to provide you with the requested services for this project. Kleinfelder has the people, the experience, and the standardized procedures in place to provide OMUC with confidence that the requested services are being performed in a technically sound and cost-effective manner. We choose to provide our services to agencies, and rarely work with contractors, avoiding potential conflicts of interest during execution of our agency contracts. We are proud of our successful working relationships with these agencies, including:

LOCAL PUBLIC WORKS AND PUBLIC AGENCY CLIENTS	
City of Ontario	Ontario Municipal Utilities Company
Caltrans Districts 7, 8, 11, and 12	County of Riverside Transportation Department
City of Industry	Los Angeles County Sanitation District
City of Long Beach	Los Angeles County Metropolitan (Metro)
City of Los Angeles	Los Angeles Department of Water and Power
City of Santa Ana	Metropolitan Water District of Southern California
County of Los Angeles	Orange County Sanitation District
County of Orange, Public Works	Orange County Transportation Authority

Proven Techniques, Processes, and Procedures to Deliver Projects on Time and Within Budget

Kleinfelder prides itself on the ability to consistently deliver projects on time and within budget and scope. This is evident by the decades of repeat clients and "sole source" awards to Kleinfelder. ***In the table below, we have included commendations from several relevant contracts/projects.***

Our project management system is designed to support this effort and ensure that the project stays on schedule and on budget. Our Project Manager, Mr. Hanna will keep OMUC informed of Kleinfelder's costs and schedule, and Kleinfelder's project management activities presented represent a systematic effort to plan and execute the work plan on time and within budget.

The key to our success in cost/schedule control is experience and knowledge in what it takes to do the job correctly. We have developed techniques, processes, and procedures that save our clients time and money while delivering high-quality, dependable services. By working efficiently, assigning the proper level of personnel, and closely monitoring schedule and costs throughout a project, we can deliver assignments on time and on budget.

By leveraging the financial and scheduling capabilities of our accounting systems, Kleinfelder's managers effectively execute the work on-time and within budget.

We accomplish this by utilizing highly qualified and experienced personnel and an accounting system database to track project activity and compare actual percent completion against project plan. We utilize our previous experience during all phases of a project to foresee potential issues and work toward addressing them as early as possible. Furthermore, our accounting system operates in real-time, providing timely reporting of all project charges. Our monthly invoices are supported with detailed summaries of project charges and provide budget summaries as needed.

Kleinfelder also utilizes our electronic project accounting system to continuously forecast and schedule staff resources for the project. This automates the procedure for monitoring project costs and allows for real-time feedback on project financial status for all team members and management. Each team member electronically enters his or her time worked on a project daily. The project manager reviews a weekly report listing project labor charges and costs to date. In this way, project costs are monitored weekly and compared to budget forecasts.

Recent Kleinfelder Commendations

The below table includes recent commendations for Kleinfelder's services provided by multiple local agencies for similar on-call professional geotechnical and materials testing services contracts/projects.

LISTING OF RELEVANT KLEINFELDER COMMENDATIONS

Contract, Services, and Client	Commendation
Bridge Preventative Maintenance Plan (BPMP) Design Project / City of Ontario / Tricia Espinoza, Principal Engineer	"The City has been very satisfied with Kleinfelder's performance on this contract and the level of support and expertise we have received."
Materials Testing & Special Inspection Services / UCSD / Terry Riggs, Principal Inspector – UCSD Facilities Design & Construction	"Kleinfelder has performed excellently since arriving on the project…Kleinfelder has staffed the project with top notch certified special inspectors and field technicians…On a larger scale, Kleinfelder has the resources to accommodate the remote need of the project as well."
Northeast Interceptor Sewer Phase 2A Project / City of Los Angeles / Patrick J. Schmidt	"Exceptional performance while ensuring a high-quality product was delivered on schedule. We also appreciated the commitment, devotion, and professionalism of your entire team."
San Bernardino Justice Center / State of California, Judicial Council of California (JCC), formally the Administrative Office of the Courts (AOC) / Greg Clark, Senior Construction Inspector	"Extend my sincere appreciation for the outstanding performance and professional service that you and the Kleinfelder staff from the field personnel, the lab personnel and the office staff…performed beyond expectation…your team has stepped up to meet the expectations of the Administrative Office of the Courts (AOC)."
On-Call Geotechnical and Materials Testing / City of Long Beach, Mr. Gillis M. Monroe, Construction Services, Officer	"Kleinfelder's services are provided with a high degree of care and personal attention, with the objective of producing quality projects on time and in a cost-effective manner. Kleinfelder's deliverables met the City's high expectations for completeness and readability and could not have been achieved without your staff's hard work and sometimes long hour…Special thanks are extended to…staff, particularly to Roger Khoudessian…for exceptional efforts, professionalism, and excellent team work on our projects."
On-Call Geotechnical Engineering and Environmental Services / City of Los Angeles, Michael Brown, Geotechnical Engineering Manager	"Throughout the duration of their contract with the Department of Public Works, Kleinfelder and its employees' performance have been very professional and responsive. Kleinfelder has consistently provided high quality work with attention to detail and a high level of customer service."
On-Call Geotechnical Engineering and Materials Testing Services / County of Los Angeles, Greg Johnson, Supervising Engineering Geologist III	"Exceptional performance demonstrated in materials testing, field inspection, and consulting while under contract with the County. Kleinfelder's staff has and continues to demonstrate an obligation to high quality services and professionalism. Kleinfelder's engineering professionals have shown competent knowledge across a broad spectrum of projects that incorporated a wide variety of standard and specialty materials including, but not limited to, soil, base material, asphalt and concrete. Kleinfelder has continually produced a quality work product for LACDPW within established deadlines and in a cost-effective manner. Kleinfelder promptly responded to inquiries from the County utilizing sound judgment and Kleinfelder's deliverables met the County's standards for completeness and readability."
On-Call Construction Materials Sampling and Testing Services, Caltrans District 11 / Caltrans, Edward Fitzgibbon, Sr. Resident Engineer	"Kleinfelder's in-house materials laboratory is a great resource to perform various tests that cannot be performed in the field materials laboratory. Often, these test services are requested with short notice and are critical to the progress of the contract. Kleinfelder has always performed well under these circumstances."

Attachment B

Exhibit "B" – Schedule of Services

The services shall be completed within the durations specified below, which beginning **ten (10)** calendar days after Notice to Proceed is issued:

Amend. No.	Task No.	Project Title	Not to Exceed Fee
-	0	On-Call Material Testing & Geotechnical Engineering Services	$18,440.00
1.0	1.0	UT 1617-02 Well Abandonment 11, 15 & 17, & 26	$19,877
2.0	2.0	UT1053 - AMI Antenna Project - Phase 1	$28,237
3.0	3.0	Add $400,000 for a NTE of $466,554	$400,000
4.0	4.0	D&C22-012 City Hall Parking Structure	$461,981.00
5.0	5.0	UT1016 Archibald Sewer Diversion Project	$87,951.00
6.0	6.0	ENG SM2302/UT1069 Sultana Avenue Storm Drain, Street and Sewer Improvements Project	$334,756.00
7.0	7.0	D&C21-005 Grand Park Geotechnical Observation, Materials Testing and Burrowing Owl Survey Services	$204,310.00
8.0	8.0	UT 1067, 1070, 1077 – Laurel Avenue Sewer Main Improvements, Nocta Street Sewer Main Improvements, and Nocta Street Private Sewer Lateral Improvements	$135,654.00
Grand Total			$1,691,206.00

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Celeste Owens Department: Prepared By: Celeste Owens Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **APPROVAL OF ALLOCATION AND SPENDING PLAN FOR THE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024**

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute all documents to participate in the Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and approve the proposed $43,060 grant spending plan.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Upon approval and receipt of the grant award, a Grant Identification Number will be established to record, monitor, and report to the financial activities of this grant award. The total grant award is $43,060. This is a one-time allocation with no local matching funds requirement, and grant expenditures must be completed within the four-year grant period.

BACKGROUND & ANALYSIS: The Bureau of Justice Assistance has announced the availability of grant funds through the Edward Byrne Memorial JAG Program. Ontario has participated in the JAG Program (formerly the Local Law Enforcement Block Grant) since 1997. Grant allocations are predetermined through a formula based on the population and crime statistics. Ontario has been allocated $43,060 for FY 2024-25. Based on current law enforcement operational needs, the Police Department proposes new or replacement rifles and slings.

FINANCIAL SERVICES
REVENUE & GRANT MANAGEMENT
NEW AWARD FORM

Fill out this form in its entirety. Hover cursor over a line item to see more information.
Award & Grant Management Questions - RevenueGrantManagement@ontarioca.gov

1. Name of Award Justice Assistance Grant (JAG) FY24

2. Description of Award
Funds for the purchase of approximately 21 patrol rifles and 21 rifle slings.

3. Award Start and End Dates 10/01/2023 09/30/2027

4. Date Award was Signed by City of Ontario 01/23/2025

5. Sponsor Award Reference Number 15PBJA-24-GG-05045-JAGX

6. CFDA Number (Federal Awards Only) 16.738

7. Is this a Subaward? ◯ Yes ◉ No

8. Prime Sponsor (if Subaward)

9. Bill-To Sponsor Office of Justice Programs Bureau of Justice Assistance

10. Bill-To Sponsor Address 810 Seventh Street NW, Washington, DC 20531

11. Amount Awarded by Sponsor $43,060.00

12. Admin Fees withheld by Sponsor *(if no admin fees are being withheld, enter N/A)*

13. Is Cost Share Required by Sponsor? ◯ Yes ◉ No *(if "No" is selected, skip fields 14-15)*

14. Cost Share Amount

15. Cost Share Source

16. Funding Basis Cost Reimbursable

17. Award Hierarchy Select One

18. Workday Cost Center OPD005

19. Workday Fund 2400

20. Is this a Recurring Award? Yes, this is a Recurring Award and has been received in the past.

21. Does this Award have a Subrecipient? ◯ Yes ◉ No

22. Name of Subrecipient *(if applicable)*

23. Grant Manager and Extension Celeste Owens Ext. 1817

24. Prepared By Celeste Owens 25. Date 02.04.2025

Add this form and the following documents to the Award's Attachments in Workday.

- **Grant Award Letter**
- **Grant Agreement**
- **Budget Change Request Form**
- **City Council Agenda Report** *(if the award is over $150,000)*
- **Any Additional Supporting Documentation**

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF ONTARIO 303 E B ST
City, State and Zip:	ONTARIO, CA 91764
Recipient UEI:	CVCXJQVZRMB3

Project Title: City of Ontario 2024 Justice Assistance Grant Project	**Award Number:** 15PBJA-24-GG-05045-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $43,060.00	**Federal Award Date:** 12/4/24
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Funding Instrument Type:** Grant	
Opportunity Category: O **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/27

Project Description:
The City of Ontario is always in the process of updating and/or adding additional equipment for its front-line law enforcement personnel. The JAG funds will be used to purchase new or replacement rifles and slings to ensure officers are provided with the required equipment in good working order.

Award Letter

December 4, 2024

Dear Mike Lorenz,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF ONTARIO for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $43,060.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.
?

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an i

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF ONTARIO

UEI
CVCXJQVZRMB3

Street 1
303 E B ST

Street 2

City
ONTARIO

State/U.S. Territory
California

Zip/Postal Code
91764

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/4/24

Award Type
Initial

Award Number
15PBJA-24-GG-05045-JAGX

Supplement Number
00

Federal Award Amount
$43,060.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office

Application Number
GRANT14278527

Grant Manager	Phone Number	E-mail Address
Issa Legall	202-679-1274	Issa.Legall@usdoj.gov

Project Title
City of Ontario 2024 Justice Assistance Grant Project

Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2027

Project Description
The City of Ontario is always in the process of updating and/or adding additional equipment for its front-line law enforcement personnel. The JAG funds will be used to purchase new or replacement rifles and slings to ensure officers are provided with the required equipment in good working order.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Condition 4
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may

result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a

subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract

(if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to

interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition.

The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47
Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53
All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54
Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55
Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56
If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60
Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62
Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

Condition 63
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65
Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 66
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 67
Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down more than 10% of the award funds until-- (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2021, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition.

Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

Condition 68
The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and

certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 6:16 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Mike Lorenz

Signed Date And Time
1/23/2025 7:05 PM

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Utilities Prepared By: Joline Neal Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTERS 8B AND 8C OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO WATER SERVICES AND RECYCLED WATER, AND ESTABLISHING CHAPTERS 8D AND 8E TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATED TO POTABLE WATER FACILITIES AND CROSS-CONNECTION CONTROL**

RECOMMENDATION: That City Council introduce and waive further reading of an Ordinance (1) amending Chapter 8B of Title 6 of the Ontario Municipal Code related to water services; (2) amending Chapter 8C of Title 6 of the Ontario Municipal Code related to the protection and regulation of the City's recycled water system; (3) adding Chapter 8D to Title 6 of the Ontario Municipal Code pertaining to the design, construction, monitoring, inspection, operation, and management of potable water facilities; and (4) adding Chapter 8E to Title 6 of the Ontario Municipal Code pertaining to protection of the City's drinking water system from backflow and cross-connections.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with the adoption of this ordinance. No changes to the schedule of fees and charges are being recommended.

BACKGROUND & ANALYSIS: On December 19, 2023, the State Water Resources Control Board adopted its Cross-Connection Control Policy Handbook ("CCCPH"), required by Assembly Bills 1671 and 1180. This new regulation repeals previous Title 17 regulations on cross-connection control and backflow prevention. The CCCPH requires drinking water systems to review their cross-connection control programs and implement an enforceable plan to protect drinking water from contaminants or pollutants from related water user activities. Water systems must submit a Cross-Connection Control Plan to the Division of Drinking Water by July 1, 2025, detailing control measures the water system will use to protect drinking water.

For clarity and transparency, a general reorganization and separation of salient existing and new items is proposed for approval. Chapter 8B of the Municipal Code generally includes account services, criteria for water service design, construction, operations, and management of potable water facilities. Chapter 8C establishes procedures, specifications, and limitations for expansion and continued development, operation of recycled water facilities and systems, and rules and regulations controlling the use of recycled water. The City owns and operates a potable water distribution system with over 40,000 service connections and responsibly delivers high-quality drinking water to over 185,000 Ontario residents. In tandem, the City owns and operates a recycled water distribution system containing over 50 miles of pipelines with over 550 service connections, which supports the City's water conservation efforts by offsetting potable water use. Recycled water is not approved for drinking water consumption and is primarily used for agriculture purposes, landscape irrigation, and commercial and industrial activities.

Staff and Legal reviewed Chapter 8B & 8C to determine if the current language meets the new state requirements and further reviewed language related to the design and construction of potable water facilities. Staff and Legal have identified the following deficiencies in Chapter 8B & 8C in complying with the new State requirements:

- The current language does not fully align with the new CCCPH requirements.
- Additional enforceable control measures are needed to protect the City's drinking water system from cross-contamination, supported by administrative remedies.
- Roles, responsibilities, and control measures for engineering design, construction, inspection, monitoring, operation, and maintenance need to be more clearly defined.
- There is outdated terminology and City processes related to new service connections and the design and construction of potable water facilities

To align with new requirements, Staff and Legal are proposing the addition of two new chapters to Title 6 of the Municipal Code:

- Chapter 8D: Potable Water Facilities, defines the roles and responsibilities of applicants, developers, contractors, the City, and customers and provides standards and procedures for the design, construction, monitoring, inspection, and management of potable water facilities.
- Chapter 8E: Cross-Connection Control, provides greater protection of the City's drinking water system from contamination by water users. When recycled water systems are present alongside drinking water systems, the City must implement safeguards to prevent cross-contamination.

The changes will enhance legal compliance, incorporate new standards, and ensure uniform application across the City, while improving transparency and accessibility within the Municipal Code.

Proposed changes to Chapters 8B and 8C include:

- Revision for clarification, consistency, and content organization purposes.
- Definition of the customer responsibility for water use and determination of service charges.

- Removal of language related to engineering design, construction, operations, and management of water service facilities to incorporate into the new Chapter 8D.
- Removal of language related to water quality control and incorporate it into the new Chapter 8E.
- Removal of Title 17 (repealed State regulations) language and incorporating new references to Chapter 8E and new State regulations (CCCPH).

Proposed enactment of Chapters 8D and 8E includes:

- Chapter 8D: Potable Water Facilities:
    - Incorporation and update of language from Chapter 8B on the City's current design and construction specifications and standards for potable water facilities to protect water quality.
    - Defining current City processes, roles, and responsibilities for the City, applicant, developer, contractor, and customer.

- Chapter 8E: Cross-Connection Control
    - Establishes a Cross-Connection Control Program, the need for the designation of a coordinator, and the City's requirement to safeguard drinking water supplies from contaminants or pollutants from related water user activities.
    - Defines protection types, locations, and control measures for safeguarding drinking water.
    - Establishes the City's right to inspect water user premises, evaluate hazards and contaminants used onsite, and require customers to correct deficiencies with protection needed to prevent contamination.
    - Establishes notification and reporting procedures to test and install devices that protect the City's drinking water system.
    - Establishes enforceable remedies for water users that violate the CCCPH and contaminate the City's drinking water system.

Staff recommends adoption of the proposed changes and enactment of Chapters 8D and 8E to the City's Municipal Code.

ENVIRONMENTAL REVIEW: The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING, REORGANIZING, AND RECODIFYING CHAPTER 8B OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO WATER SERVICES, AMENDING AND RECODIFYING CHAPTER 8C OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO RECYCLED WATER USE, ENACTING CHAPTER 8D OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO POTABLE WATER FACILITIES, AND ENACTING CHAPTER 8E OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE PERTAINING TO CROSS-CONNECTION CONTROL AND FINDING THE ACTION EXEMPT FROM CEQA.

WHEREAS, the City Council finds and declares safe and reliable drinking water is necessary for the City of Ontario's ("City") public health, fire protection, economic development, and the overall quality of life; and

WHEREAS, cross-connections and backflow between non-potable water and/or other liquids, gases, or other substances and the City's potable water supply pose a threat to safety and reliability of its public water system; and

WHEREAS, the State Water Resources Control Board ("State Water Board") adopted its Cross-Connection Control Policy Handbook ("CCCPH") pursuant to Assembly Bill 1671 and Assembly Bill 1180; and

WHEREAS, the CCCPH rendered previous backflow protection and cross-connection control standards inoperative and established new, enforceable standards applicable to the City's public water system; and

WHEREAS, the CCCPH requires the City updates its cross-connection control program and develop a Cross-Connection Control Plan to ensure the protection of the City's potable water supply against actual or potential cross-connections and backflow events; and

WHEREAS, this Ordinance is one legal authority that enables the City to meet CCCPH standards and implement its Cross-Connection Plan; and

WHEREAS, the City hereby determines it necessary to enact its cross-connection control program, as set forth in Chapter 8E of Title 6 of the Municipal Code; and

WHEREAS, City hereby determines it necessary to amend and recodify the rules and regulations for its recycled water service, as set forth in Chapter 8C of Title 6 of the Municipal Code, in order to amend cross-connection provisions to be consistent with the CCCPH and the City's cross-connection program; and

WHEREAS, the City has determined that its existing water ordinance, as set forth in Chapter 8B of Title 6 of the Municipal Code, requires amendment, reorganization, and recodification to consolidate and clarify the rights and responsibilities of the City, applicants, contractors, customers, developers, and property owners concerning water services and potable water facilities.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Chapter 8B, of Title 6 of the Municipal Code is hereby amended, reorganized, and recodified to read as set forth in Exhibit A attached hereto (new language in underline and deleted language in strikethrough) and by this reference made an operative part of this Ordinance.

SECTION 3. Chapter 8C, of Title 6 of the Municipal Code is hereby amended, reorganized, and recodified to read as set forth in Exhibit B attached hereto (new language in underline and deleted language in strikethrough) and by this reference made an operative part of this Ordinance.

SECTION 4. Chapter 8D, of Title 6 of the Municipal Code is hereby enacted to read as set forth in Exhibit C attached hereto and by this reference made an operative part of this Ordinance.

SECTION 5. Chapter 8E, of Title 6 of the Municipal Code is hereby enacted to read as set forth in Exhibit D attached hereto and by this reference made an operative part of this Ordinance.

SECTION 6. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7. This Ordinance shall become effective immediately after its adoption by the City Council.

SECTION 8. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under

CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 9. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

CHAPTER 8B: WATER SERVICES

6-8.45 Definitions
6-8.46 Rules and regulations
6-8.47 Tampering
6-8.48 Service connections outside city
6-8.49 Collection and payment
6-8.50 Disabled person's and senior citizen's discount
6-8.51 Service fees and charges
6-8.52 Water service connection
6-8.53 Reserved
6-8.54 Reserved
6-8.55 Water meters
6-8.56 Fire hydrants
6-8.57 Reserved
6-8.58 Reserved
6-8.59 Reserved
6-8.60 Emergency water regulations
6-8.61 Violations

Sec. 6-8.45. Definitions.

For the purposes of this chapter, unless otherwise apparent from context, certain words and phrases used in this chapter shall have the meanings hereinafter designated. The definitions in this chapter are included for reference purposes only and are not intended to narrow the scope of definitions set forth in federal or state laws or regulations. Words used in this chapter in the singular may include the plural and the plural may include the singular. Use of the masculine shall also mean feminine and neuter.

(a) “City” means the City of Ontario, California.

(b) “City Council” means the City Council of the City of Ontario, California.

(c) “City Manager” means the City Manager of the City of Ontario, or his or her authorized representative.

(d) “Construction water” means the water, potable or recycled, used in conjunction with the building of a structure from conception to transfer of ownership, excluding landscape irrigation, or the water used for soil consolidation, dust control, and the like, during grading operations.

(e) “Cost” means the monetary value of labor, material, material transportation, supervision, engineering, administration, and other necessary overhead expenses.

(f) “Customer” means a person, firm, or corporation who is the recipient of water service from the City.

(g) “Developer” means a person, firm, corporation, partnership, or association who desires water service which requires the installation of new, improved or expanded water service facilities for him or herself or for others, except that employees and consultants of such persons or entities, acting in such capacity, are not developers.

(h) “Municipal Utilities Company” means the Municipal Utilities Company of the City of Ontario.

(i) "Service" or "water service" means the furnishing of water to a customer.

(j) “Service connection” shall mean the water pipe, or pipes, and appurtenances installed by a developer to transport potable water from adjoining City facilities located within a public right-of-way or public utility easement to the developer’s parcel of land. Said service connections shall terminate at the customer side of the meter and meter box located at a specified place approved by the City.

(k) “Utilities Customer Services Department” means the Utilities Customer Services Department of the Municipal Utilities Company.

(l) “Utilities Customer Services Director” means the Director of the Utilities Customer Services Department of the Municipal Utilities Company, or his or her authorized representative.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 2, Ord. 2914, eff. January 1, 2010, and § 2, Ord. 2946, eff. January 6, 2012, § 3, Ord. 3251, eff. July 20, 2023, § 2 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.46. Rules and regulations.

Rules and regulations explaining the procedures and methods of the Municipal Utilities Company in carrying out the provisions of this chapter shall be set forth and may be amended in the manner described in § 1-1.09 of this Code.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 3, Ord. 2946, eff. January 6, 2012, § 1, Ord. 3153, eff. January 21, 2020)

Sec. 6-8.47. Tampering.

No person except an employee or representative of the City shall at any time and in any manner operate the curb stops or valves or the main gates or valves of the City's water system, or interfere with meters or their connections, street mains, or other parts or facilities of the water system.

(§ 6, Ord. 2785, eff. November 16, 2003)

Sec. 6-8.48. Service connections outside city.

No additional customers outside the City shall be served or connected to the water system of the City, and no additional dwellings or customers shall be connected to existing service connections outside the City; provided, however, the City Council may

by motion approve water service outside the City where the owners of land have signed a covenant running with the land that the land shall be annexed whenever possible, and the City Council finds that such annexation would be in the public interest, and the annexation might reasonably be completed within the foreseeable future. The City Council may, however, provide otherwise by written agreement with any city, county, or other governmental agency.

(§ 6, Ord. 2785, eff. November 16, 2003)

Sec. 6-8.49. Collection and payment.

(a) Unified billing system. The City may use a unified billing system for City-furnished services. The charges for water, refuse, storm water abatement, and wastewater services may be billed on the water bill and collected as one (1) item. Failure to pay the amount due in full for any of the services may result in the discontinuation of water services as provided below.

(b) Utility bill payment. Utility bills shall be due and payable to the Utilities Customer Services Department on the bill date to the customer of record. Any utility bill remaining unpaid eighteen (18) business days after such bill date shall be deemed past due and a late charge and penalties will be applied as set forth in §§ 1-2.06 and 1-2.07 of the Ontario Municipal Code. Should a residential account remain unpaid for a period of sixty (60) calendar days from the past due date, water service to the property may be disconnected for nonpayment after the City provides notice pursuant to the City's administrative policy on discontinuation of residential water service, described in paragraph (c) below. Should a non-residential account remain unpaid from thirty (30) calendar days from the past due date, water service to the property may be disconnected for non-payment after mailed notice to the customer of record at least ten (10) calendar days prior to termination.

Residential water customers may contest or appeal a bill in the manner described in the City's adopted policy for discontinuation of residential water service. Non-residential customers may contest or appeal a bill using the same dispute and appeal procedures described in the policy for discontinuation of residential water service.

(c) Disconnection of Residential Water Service. The City Manager may adopt and amend a written administrative policy on discontinuation of residential water service for nonpayment pursuant to Section 6-8.46, and such policy shall be available on the City's website. Such policy may include, but may not be limited to, supplementary provisions concerning billing procedures, discontinuation of service, notification procedures, restoration of service, procedures to contest or appeal a bill, extensions or other alternative payment arrangements, protections available to qualified low-income customers, procedures for becoming a customer of the City under specified circumstances, and related matters. To the extent a policy adopted pursuant to this section conflicts with any provisions of this chapter, this chapter shall control. Except as expressly provided in this section or the policy, the policy shall not apply to non-residential customers.

(d) Water turn on/off. Once terminated, service shall not be turned on again except upon payment of all amounts due on the utility account, including all late charges and penalties, and the cost of making a service call to turn the water off and/or on. The fee to cover the cost of making a service call to turn the water off and/or on shall be set forth in an ordinance adopted by the City Council. Residential customers who demonstrate a household income below 200 percent of the federal poverty line may be eligible for reduced turn-on fees pursuant to applicable law and as further described in the City's policy on discontinuation of residential water service.

(e) Customer liability. Failure to receive a bill shall not relieve the customer of liability. Any amount due shall be deemed a debt to the City, and is subject to the provisions set forth in §§ 1-2.06 and 1-2.07 of the Municipal Code.

(f) Special bill rate. Special bills, split bills, any other irregular bills, or bills covering irregular billing periods, shall be calculated by the Municipal Utilities Company; provided, however, the adjusted rate so made shall be reasonable in accordance with the rate schedule set forth in this section.

(g) Determination of minimum charges. For the purpose of determining minimum charges as set forth in this section, each separate meter connected to the water system shall be charged on individual readiness-to-serve meter fee and commodity charge.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 4, Ord. 2946, eff. January 6, 2012; § 3, Ord. 3251, eff. July 20, 2023)

Sec. 6-8.50. Disabled person's and Senior Citizen's discount.

(a) Disabled person defined. A “disabled person” for the purposes of this section is an adult who has a mental or physical disability that, in the opinion of a licensed physician, renders him or her incapable of being gainfully employed.

(b) Eligible household. An eligible household for the purpose of this section is a separately billed dwelling unit, which is (1) occupied by a person age sixty-five (65) or older, or by a disabled person, and (2) has annual gross household income at or below 200% of federal poverty level. The City may establish detailed qualifications and requirements for demonstrating annual gross household income in a written administrative policy adopted pursuant to Section 6-8.46.

(c) Applications. Applications for an eligible household discount shall be submitted in writing to the Utilities Customer Services Director. The application shall be on a form provided by the Utilities Customer Services Director, shall be completed to show the information elicited by the form and shall be signed under penalty of perjury by the applicant. When the discount is sought based upon a disabled person, the application shall be accompanied by a physicians certificate stating that the person is a disabled person within the meaning of subsection (a) of this section. The Utilities Customer Services Director shall determine whether a household is an eligible household for the purpose of this section and his or her determination shall be final.

(d) Discount. The charges for water, refuse and wastewater service provided to an eligible household, shall be discounted by an amount approved by the City Council pursuant to an ordinance or resolution. The discount shall be available only to customers with individually metered residential water service. The discount shall be in effect for a one (1) year period, which shall begin as determined by the City Council (e.g. upon approval of an individual application, upon the start of the following fiscal year, etc.). To renew the discount for an additional year, the customer must complete and return a renewal application to the City's Utilities Customer Services Department. A renewal notice shall be mailed to the Customer with the utilities bill at or before the end of each year of eligibility. The discount offered under this subsection is subject to City Council approval through the annual budget process and the availability of funds allocated to fund the discount.

(e) Termination of eligibility. A household shall no longer be an eligible household if the Utilities Customer Services Department does not receive a renewal application, if any of the eligibility criteria set forth in subsection (b) above cease to exist, or if funds to provide the discount are unavailable pursuant to subsection (d).

(§ 6, Ord. 2785, eff. November 16, 2003; § 5, Ord. 3251, eff. July 20, 2023)

Sec. 6-8.51. Service fees and charges.

(a) Residential, non-residential, and private fire service water fees and charges. In addition to other fees, assessments, or charges provided by the Municipal Code or adopted by the City Council, the owner or occupant of any parcel of property for which no other water service fee or charge is provided, and which parcel of property is connected to the water system of the City, shall pay monthly water service fees and charges as established from time to time by resolution of the City Council.

(b) Turning water supply on and off. No charge shall be made for shutting off and turning on water supply when requested by the customer for the closing of an old account or the beginning of a new one. When service has been discontinued due to non-payment of utility bills or for any infraction of the rules, the charges to restore water service shall be as listed above. The customer shall pay these charges, plus the amount of any outstanding bills, before service can be restored.

(c) Construction water. All construction water shall be metered and charged.

(d) Temporary service connection. Temporary service connections shall be subject to the fees and deposits as established from time to time by resolution of the City Council. All water delivered through a temporary service connection shall be metered and charged.

(e) Water meter testing fee. Water meter testing fee shall be based on the actual costs of removal, testing and reinstallation of the meter.

(f) Reserved.

(g) Other water service work. This charge is based on actual time, travel and material cost based on the City's burden of labor and overhead rates in effect at the time service is provided.

(h) Outside City services. For water furnished to any customer outside the City limits, the rates shall be double the rates charged inside the City. The City Council may, however, provide otherwise by written agreement with any city, county, or other governmental agency.

(i) Charges for agricultural use. Charges for usage of recycled water for agricultural service, where the agricultural use provides assignment of water production rights to the City, shall be determined by the Utilities General Manager; provided, however, such charges will be consistent with the most recent rate study and current rates charged by the Chino Basin Watermaster for replenishment assessments.

(j) Charges for unmetered service. Unmetered usage of water and charges for unmetered usage of water shall be authorized by the Utilities General Manager prior to such usage; provided, however, such charges shall be reasonably in accordance with the charges established by resolution adopted by the City Council.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 5, Ord. 2806, eff. January 21, 2005, §§ 4, 5, 6 and 7, Ord. 2816, eff. December 1, 2005, § 2, Ord. 2880, eff. February 4, 2008, § 3, Ord. 2914, eff. January 1, 2010, § 2, Ord. 2974, eff. December 19, 2013, § 5, Ord. 3133, eff. July 5, 2019, § 2 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.52. Water service .

(a) Application for water service. Before water is turned on by the City for any purpose, the customer shall apply for new service, at least one (1) business day before desired date of service, in which he or she guarantees payment of future utility bills for the service requested. The customer applying for service shall be held responsible for said utility bills until the service is discontinued on the next business day after the City is notified to discontinue service. When such notice is not received by the City, the customer shall be required to pay for service until one (1) business day after the City has knowledge that the customer has vacated the premises or otherwise discontinued service. No tenant applying for residential utility services shall be required to pay any charges or penalties on account of non-payment of charges by a previous tenant. The City may require that tenants seeking to establish service provide a written lease or rental agreement along with signed authorization from the landlord or property owner to ensure that the tenant is authorized to occupy the property and initiate utility services; provided, however, that the City will not require that service to tenants be furnished on the account of the landlord or property owner unless the property owner voluntarily agrees to that requirement in writing by completing a consent form provided by the City. The City shall require an applicant for utility services or restoration of services after turn-off for a delinquent bill to make an advance payment equal to twice the estimated monthly bill for water, refuse and wastewater services, provided that no such advance payment shall be less than eighty dollars ($80.00).

(b) Water used without application. A customer taking possession of premises and using water from an active service connection without having applied for utility

services shall be held liable for the water delivered from the date of the last recorded meter reading. If the meter is found inoperative, then the quantity consumed shall be estimated. If proper application for utility services is not made upon notification to do so by the City, and if accumulated bills for services are not paid immediately, the services may be discontinued without further notice.

(c) New service connection. For new, improved or expanded service connection, the customer shall submit an application in accordance with section 6-8.809 and 6-8.810 of Chapter 8D of Title 6 of the Ontario Municipal Code.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by §§ 8 and 9, Ord. 2816, eff. December 1, 2005, § 5, Ord. 2946, eff. January 6, 2012, § 3, Ord. 2974, eff. December 19, 2013, § 2, Ord. 3039, eff. April 3, 2016; § 6, Ord. 3251, eff. July 20, 2023, § 2 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.53 Reserved.

Sec. 6-8.54 Reserved.

Sec. 6-8.55. Water meters.

(a) Accuracy of meter questioned by consumer. When the consumer questions the accuracy of the water meter, the City Manager shall, upon request and payment of the water meter testing fee, cause an official test to be made. Meters are tested by certified testers contracted by the City. The meter shall be tested on variable rates of delivery and, if the average registration is more than three percent (3%) in excess of the actual quantity of water passing through the meter, another meter shall be substituted therefor. The City Manager shall refund to the consumer, in addition to the meter testing fee charged at the rate shown in § 6-8.51(d)(6), the overcharge based upon the reading and billing for the current period preceding the test, unless it can be shown that the error was due to some cause for which the date can be fixed. In the latter case, the overcharge shall be computed back to and not beyond such time.

(b) Non-registering meters. The City may bill the customer for water consumed while the meter was non-registering, but not to exceed a period of two (2) months, at the minimum monthly meter rate, or upon an estimate of the consumption based upon the customer's prior use during the same season of the year, if conditions were similar, or upon an estimate based upon reasonable comparison with the use of other customers during the same period receiving the same class of service under similar circumstances and conditions.

(c) Meter errors. When it is found that error in a meter is due to some cause, the date of which can be fixed, the overcharge or the undercharge shall be computed back to but not beyond such date, not to exceed the current statute of limitations law.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 7, Ord. 2946, eff. January 6, 2012)

Sec. 6-8.56. Fire hydrants.

(a) Purpose of fire hydrants. Fire hydrants are provided for the sole purpose of extinguishing fires, and are to be opened and used only by the Fire Department and Municipal Utilities Company, or such other persons as are specifically authorized by the Municipal Utilities Company. To insure safety of fire hydrants for fire protection, any person or persons authorized by the Municipal Utilities Company to open fire hydrants shall be required to use only an approved spanner wrench, and to replace the caps on outlets when the same are not in use. Failure to meet this requirement shall be sufficient cause to prohibit further use of the hydrants, and the refusal of subsequent authorization for use of the fire hydrants. Damage caused by the failure to comply with the above shall be repaired at the expense of the person(s) authorized.

(b) Unlawful to take water without permit. It is unlawful for any person to take any water from any fire hydrant without a written permit, furnished upon application to the Municipal Utilities Company. Said application shall include a monthly permit fee and deposit equal to the replacement value of meter and backflow valve. Any person taking water from a hydrant without a permit shall be assumed to have taken water in the value of at least One Thousand Dollars ($1,000.00) and shall be charged for said amount.

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 8, Ord. 2946, eff. January 6, 2012)

Sec. 6-8.57 Reserved.

Sec. 6-8.58 Reserved.

Sec. 6-8.59 Reserved.

Sec. 6-8.60. Emergency water regulations.

(a) Unplanned interruption of water supply. In the event of an unplanned interruption of water supply causing a water shortage, the City Manager or his or her designee is authorized to restrict water use and apportion the available supply of water among its customers in the most equitable manner possible to continue service fairly and without discrimination, except that preference shall be given to such service as is essential to the public interest and to the preservation of life and health pursuant to § 6-8.22(b).

(b) Notice of water shortage. A notice of a water shortage shall be published in a daily newspaper of general circulation within the City. Any restrictions on the use of water shall become effective immediately upon such publication pursuant to § 6-8.22(c).

(§ 6, Ord. 2785, eff. November 16, 2003, as amended by § 10, Ord. 2946, eff. January 6, 2012)

Sec. 6-8.61. Violations.

It shall be unlawful for any person to violate any provisions of this chapter, and persons violating said provisions shall be subject to Chapter 2 of Title 1 of the Municipal Code.

(§ 6, Ord. 2785, eff. November 16, 2003)

EXHIBIT B

CHAPTER 8C: RECYCLED WATER USE

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Article 1: General Provisions

Sec. 6-8.701. Authority.

Recycled water use is regulated by the California State Water Resources Control Board (State Board) and the Regional Water Quality Control Board, Santa Ana Region (RWQCB). In accordance with waste discharge requirements for water reclamation projects, the RWQCB requires control mechanisms to regulate facilities distributing recycled water. The California Legislature has established a state policy encouraging the use of recycled water (California Water Code, Section 13510). Permission to use recycled water is based on Inland Empire Utilities Agency's ability to treat domestic wastewater in accordance with the Uniform Statewide Recycling Criteria under Title 22, Division 4, Chapter 3 of the California Code of Regulations. These regulations were adopted to ensure proper health protection and specify the treatment degree to meet the needs of the intended applications.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.702. Purpose.

The purpose of this chapter is to establish procedures, specifications, and limitations for the safe use and operation of recycled water facilities and systems within the City's service area, and adopt rules and regulations controlling such use and operation.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.703. Goals.

The goals of this chapter are as follows:

(a) Achieve conservation of potable water supplies by using recycled water for current and future demands. Recycled water uses may include:

(1) Agricultural irrigation.

(2) Commercial uses (including flushing toilets and urinals).

(3) Construction use.

(4) Industrial processes.

(5) Landscape irrigation.

(6) Landscape and/or recreational impoundments.

(7) Wildlife habitat.

(8) Groundwater recharge, as approved by the State Board and RWQCB.

(b) Maintain recycled water quality through a stringent pretreatment program for industrial wastewater.

(c) Prevent direct human consumption of recycled water through:

(1) Adherence to all applicable rules and regulations.

(2) Posting of warning signs by the user.

(3) Cross-connection/backflow prevention program.

(d) Control runoff of recycled water through monitoring of the installation and operation of all recycled water facilities and use areas.

(e) Monitor recycled water quality.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.704. Policy.

(a) It is the policy of the City that recycled water be used for any and all purposes approved by state regulations for recycled water use. Recycled water shall be the primary source of supply for commercial and industrial uses, whenever available and/or feasible. Use of potable water for commercial and industrial uses shall be contrary to City policy, shall not be considered the most beneficial use of a natural resource, and shall be avoided to the maximum extent feasible. If the City determines that recycled water service is feasible under §§ 6-8.710 and 6-8.711, the applicant, owner, or user will be required to use recycled water service.

(1) The people of the State of California have a primary interest in the development of facilities to recycle water containing waste to supplement existing surface and underground water supplies and to assist in meeting the future water requirements of the state (California Water Code, Section 13510). Conservation of all available water resources requires the maximum reuse of recycled water for beneficial uses of water (California Water Code, Section 461). The State of California has declared that use of potable water for non-potable uses may be a waste or an unreasonable use where recycled water is available (California Government Code, Section 65602(e); California Water Code, Section 13550).

(2) It is the policy of the City that recycled water shall be used within the jurisdiction of the City whenever and wherever: 1) there is not an alternative higher or better use for the recycled water; and 2) such use is consistent with legal requirements, preservation of public health, safety and welfare of the public, and protection of the environment.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.705. Priority.

Connection to the City's recycled water system shall be provided on a first-come, first-served basis, as long as infrastructure and recycled water are available.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.706. Administrator.

Except as otherwise provided herein, the City Manager shall administer, implement, and enforce the provisions of this chapter. The City Manager may, at his or her discretion, delegate any or all of these powers and duties.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.707. Other applicable rules and codes.

Other guidelines, rules and regulations, ordinances, and specifications that may be applied by the Administrator to govern the use of recycled water within the City include:

(a) Rules and regulations that deal with backflow prevention, billing, deposits, penalties, delinquencies, and metering for potable water as established in Chapters 8A, 8C, 8D, 8E of Title 6 of the Ontario Municipal Code.

(b) Regional Recycled Water Distribution System Ordinance (Ordinance No. 69, Inland Empire Utilities Agency.)

(c) Water Reclamation (Title 22, Division 4 of the California Code of Regulations.)

(d) State Water Board's Cross-Connection Control Policy Handbook (adopted December 19, 2023.)

(e) Guidelines for Distribution of Non-potable Water (California-Nevada Section AWWA.)

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.708. Severability.

If any section, subsection, sentence, clause or phrase of this chapter establishing rules and regulations for the use of recycled water is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of this chapter.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Article 2: Definitions

Sec. 6-8.709. Definitions.

The terms used in this chapter shall have the following meanings:

(a) "Agricultural use" shall mean water used for the production of crops and/or livestock. Agricultural uses include, but are not limited to, the growing of field and nursery crops, row crops, trees and vines, and the feeding of fowl and livestock.

(b) "Air gap separation" or "AG" shall mean a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of

a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

(c) "Applicant" shall mean any person, group, firm, partnership, corporation, association, or agency that applies for recycled water service.

(d) "Approved use" shall mean an application of recycled water in a manner, and for a purpose, designated in a recycled water use agreement, and in compliance with applicable state and local rules and regulations.

(e) "Approved use area" shall mean a site with well-defined boundaries designated in a recycled water use agreement in compliance with applicable state and local rules and regulations.

(f) "As-built drawings" shall mean the record drawings that show the completed facilities as constructed or modified.

(g) "Auxiliary water supply" shall mean a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a customer.

(h) "AWWA" shall mean the American Water Works Association.

(i) "City Council" shall mean the City Council of the City of Ontario.

(j) "City Manager" shall mean the chief administrative officer of the City of Ontario or his or her authorized designee.

(k) "Commercial use" shall mean the water used for non-body contact such as toilets, urinals, decorative fountains, decorative indoor and outdoor landscape, and other uses approved by the City.

(l) "Construction water service" shall mean temporary recycled water service obtained from the City for construction purposes on any new facilities or structures.

(m) "Cross-connection" shall mean any actual or potential connection or structural arrangement between a public water system, including a piping system connection to the City’s distribution system and located on the premises of a customer or available to the customer, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

(n) "Cross-Connection Control Policy Handbook” or “CCCPH” shall mean the State Water Board’s Cross-Connection Control Policy Handbook, which are standards and principles for California’s Public Water Systems.

(o) "Direct beneficial use" shall mean the use of recycled water, which has been transported from the point of production to the point of use, without an intervening discharge to waters of the state.

(p) "Discharge" shall mean any release or distribution of recycled water to a use area or disposal site/mechanism. Such discharges are subject to approval by the City.

(q) "Divert" shall mean to change the intended course or path of recycled water into or out of the City's recycled water system without the authorization or consent of the

City. Any unpermitted withdrawal of recycled water from the City's facilities is a "diversion".

(r) "IEUA" shall mean the Inland Empire Utilities Agency.

(s) "Industrial use" shall mean the water used for industrial process such as rinsing, washing, cooling, flushing, circulation, or construction; and other uses approved by the City.

(t) "Infiltration rate" shall mean the rate at which water penetrates the soil surface and enters the soil profile.

(u) "Landscape irrigation" shall mean recycled water used for the propagation and maintenance of trees, shrubs, ground cover and turf used for erosion control and aesthetic value, not for resale or profit purposes.

(v) "Letter of approval" shall mean a written formal letter issued by the State Board approving the use of recycled water at a premise.

(w) "Non-potable water" shall mean water that has not been treated for, or is not acceptable for human consumption, in conformance with federal, state and local water standards. Non-potable water includes recycled water.

(x) "Offsite facilities" shall mean all existing or proposed facilities under the control of the IEUA or the City, from the source of supply to the point of connection with the customer's onsite facilities, up to and including the City's recycled water meter and meter box. Such facilities shall include, without limitation, recycled water transmission mains, recycled water pipes and reservoirs, pumping stations, treatment plants and other appurtenances and property.

(y) "Onsite facilities" shall mean all existing or proposed facilities within property under the control of the customer, normally downstream of the City's recycled water meter and meter box.

(z) "Onsite Recycled Water Supervisor" shall mean a qualified person designated by a recycled water user and approved by the City to be responsible for the safe and efficient operation of the user's recycled water system. This person shall be knowledgeable in the operation of the recycled water system and in the application of federal, state and local guidelines, criteria, standards, and rules and regulations governing the use of recycled water.

(aa) "POC" shall mean the point of connection at the recycled water service meter.

(bb) "Ponding" shall mean the retention of recycled water on the ground surface or human-made surface for a period of time following the cessation of an approved recycled water use activity, such that potential hazard to the public health may result, as determined by regulatory agencies.

(cc) "Potable water" shall mean water furnished to the customer which meets applicable local, state and federal drinking water standards.

(dd) "Recycled water" shall mean water, which as a result of treatment of wastewater, is suitable for direct beneficial use or a controlled use that otherwise would not occur. The treatment of wastewater is accomplished in accordance with the Uniform

Statewide Recycling Criteria set forth in Title 22, Division 4 of the California Code of Regulations.

(ee) "Recycled water system" means the publicly owned property involved in the distribution of recycled water within the City and any privately owned onsite facilities, including piping, pumps, reservoir, land, supply lines (main lines), fittings, and equipment related to such elements.

(ff) "Recycled water facilities" shall mean the systems and structures used in the treatment, storage, pumping, transmission and distribution of recycled water.

(gg) "Recycled water use agreement" shall mean an agreement between the user and the City to use recycled water in compliance with all applicable rules and regulations.

(hh) "Regulatory agency" shall mean any public entity legally constituted by federal, state and local statutes to protect health and water quality.

(ii) "Runoff' shall mean the flow of water along natural or human-made surfaces away from the designated use area.

(jj) "RWQCB" shall mean the California Regional Water Quality Control Board, Santa Ana Region.

(kk) "Service" shall mean the delivery of recycled water to a user.

(ll) "Service connection" shall mean City facilities between the City recycled water distribution system and the customer's meter, including, but not limited to, the meter, meter box, valves, and piping equipment.

(mm) "Standard specifications" shall mean the specifications approved by the City for construction of recycled water facilities.

(nn) "State Board" shall mean the California State Water Resources Control Board.

(oo) "Tampering" shall mean the unauthorized entering, breaking, damaging, destroying, uncovering, defacing, rearranging, injuring, altering, or interference with any temporary or permanent structure (including any pipeline), equipment (including any pumps or backflow devices), or appurtenance owned by the City or that is part of the City's recycled water. Any unpermitted connection the City's facilities is "tampering".

(pp) "Unauthorized discharge" shall mean any release of recycled water that violates any applicable federal, state, or local statutes, regulations, chapters, contracts, or other requirements.

(qq) "Uniform Statewide Recycling Criteria" shall mean the criteria for treatment of recycled water established for the protection of public health and codified under Title 22, Division 4, Chapter 3 of the California Code of Regulations.

(rr) "Use area" shall mean the specific area designated to be served with recycled water through onsite recycled water facilities.

(ss) "User" shall mean any person, group, firm, partnership, corporation, association or agency accepting recycled water from the City's recycled water facilities

for use in accordance with this chapter. "Applicant," "owner," or "customer" are terms that are to be considered as users.

(tt) "Windblown spray" shall mean any dispersed, airborne particles of recycled water capable of being transmitted through the air to a location other than that for which the direct application of recycled water is approved.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Article 3: Area Served

Sec. 6-8.710. Service area.

The rules and regulations contained in this chapter apply to recycled water service to lands and/or improvements lying within the legal boundaries of the City, and to properties contiguous to the City under the same ownership as abutting lands within the City or its designated service boundary. Recycled water service shall be provided to a specific service area when related distribution facilities are completed, and service becomes available.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Article 4: General Requirements

Sec. 6-8.711. Determination of recycled water use area.

(a) General.

(1) The City Council may adopt and periodically review the City's Recycled Water Master Plan and recommend where water service should be made with recycled water in place of potable water. The Master Plan shall be in accordance with all of the requirements of the State Board and the RWQCB, and shall encourage recycled water use.

(2) If the City determines recycled water is available, or will be available within five (5) years, the City may request modifications to existing onsite water facilities and require construction of recycled water systems in new developments.

(3) The City Council may enter into agreements with other municipalities and public entities to identify recycled water use service areas within the City and the jurisdiction of each entity.

(4) The City may identify customers who are located within the City's service area, and within an area identified in the City's Recycled Water Master Plan as an area capable of receiving service from the City's recycled water system, and may determine the feasibility of providing recycled water service to identified users.

(5) If the City determines recycled water service is feasible, applicants for new recycled water service must install onsite facilities to accommodate both potable water and recycled water in accordance with this chapter.

(b) Existing potable water service.

(1) The City may make determinations of areas where existing potable water use should be replaced with recycled water use.

(2) The City shall provide notice of the determination to use recycled water to the current customer, explaining the reasons for recycled water use, procedures to facilitate recycled water use, and proposed conditions and schedule for the conversion. Partial or full conversion of existing customers to recycled water use may be mandated to the extent allowed or required by law.

(3) A customer seeking to convert to recycled water service must submit an application for a letter of approval to the City for review, along with any required application fee. The City shall review the application for completeness and contact the customer regarding the potential provision of recycled water service and the City's recycled water use agreement. If the customer does not agree to the terms of the recycled water use agreement, or if the City determines that recycled water is not available for the proposed use, the City may, in its sole and absolute discretion, refuse to provide such service.

(c) New recycled water service.

(1) Upon submittal by applicant of a tentative map, land use permit, other proposed land development/land use, or request for recycled water service, the Administrator shall make preliminary determinations if recycled water service can be provided to the area in question. Based upon such determinations, use of recycled water and construction of recycled water distribution systems or other facilities, and the application for recycled water service, may be required as conditions of approval for any development application, in addition to any other conditions of the new industrial, commercial or residential development.

(2) Upon submittal by applicant of a proposed alteration or remodeling of multifamily, commercial, or industrial structures which substantially increase a facility's area, volume or size, or upon request for recycled water service, the Administrator shall make preliminary determinations if recycled water service can be provided to the area in question. Based upon such determinations, use of recycled water and construction of recycled water distribution systems or other facilities, and the application for such use, may be required as conditions of approval for any application, in addition to other conditions of approval for the alteration or remodel.

(3) The Administrator may require the use of recycled water for approved uses and refuse or otherwise restrict potable water service when recycled water is available and approved for use.

(4) Any recycled water supply assessments or verifications prepared by the City will not entitle the applicant's project to recycled water service, or to any right, priority, or allocation in any supply, capacity, or facility, or affect the City's obligation to provide service to its users or potential future users. In order to receive service, the applicant, owner, or user must meet all of the applicable requirements of this chapter.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 28, Ord. 2816, eff. December 1, 2005 and § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.712. Authorized uses.

(a) Uses of recycled water include only those uses approved by the State Board and consistent with the Uniform Statewide Recycling Criteria under Title 22 of the California Code of Regulations. Each proposed use will be considered for approval by the City on a case-by-case basis, and the City may determine in its discretion whether it is feasible to furnish recycled water for the proposed use. The City's determination of feasibility will be based on the following factors:

(1) Whether recycled water may be furnished for the intended use at a reasonable cost to the user and the City.

(2) Whether recycled water use is in accordance with the standards of treatment and water quality requirements set forth in Title 22, Division 4, Chapter 3, of the California Code of Regulations and all other applicable federal, state, and local laws and regulations.

(3) Whether the use of recycled water can be made in a manner not detrimental to public health.

(b) Prior to approving such uses, the City may, in its discretion, set forth specific requirements as conditions to providing such services and/or require specific approval from the appropriate regulatory agencies. Prior to approval, the user must comply with the requirements established by this chapter and any other requirements imposed by the Inland Empire Utilities Agency, State Board, or any other regulatory agencies that have jurisdiction over such uses.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.713. Conditions of service.

(a) Prior to obtaining recycled water service, the user must enter into a recycled water use agreement with the City. Recycled water use shall be subject to terms and conditions established in the agreement, and in accordance with this chapter and other applicable codes, rules, and regulations. If any of the conditions of service are not satisfied at all times, the recycled water use agreement may be revoked by the Administrator, after which all recycled water service shall cease:

(b) The City shall not be liable for any damage by recycled water or resulting from:

(1) Defective plumbing.

(2) Broken or faulty services or recycled water mains.

(3) Onsite facilities failures.

(4) High or low pressure conditions.

(5) Interruptions of service.

(6) Any inappropriate or illegal use or management practices.

(c) All recycled water will be provided to the user in the conditions and quantity specified in the recycled water use agreement.

(d) Recycled water use will not be subject to the same restrictions as potable water during drought conditions and will be supplied as available.

(e) Recycled water service may be terminated whenever the quality of the recycled water does not comply with the requirements of the regulatory agencies, or at any time the provisions of this chapter, or the conditions specified in the recycled water use agreement, are violated.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.714. Recycled water service application.

(a) An application for a service connection must be made on a form furnished by the City. The applicant shall provide the City with the anticipated recycled water demand (maximum gallons per minute) and shall specify the size of the water meter that is desired; however, the City reserves the right to determine the ultimate size of the service connection and meter. The applicant shall also specify the property to be served. The information supplied by the applicant shall be considered as authoritative and final. If any error in such application shall cause installation of a service connection that is improper, either in size or location, the cost of all changes required shall be borne by the applicant. The steps for obtaining recycled water service are as follows:

(1) The applicant completes and submits a recycled water service application, including existing facility "as-built" drawings or proposed facility plans as appropriate, description of where and how recycled water use is proposed, and any other information pertinent to the use of recycled water as requested by the Administrator.

(2) An engineering report shall be prepared by a qualified engineer registered in California and experienced in the field of wastewater treatment, and submitted to the State Board for approval. The City or Inland Empire Utilities Agency may prepare the report on behalf of the user, provided that the user pays all costs associated with the preparation of the report. The engineering report shall be consistent with State Board guidelines. Pursuant to the Uniform Statewide Recycling Criteria under Title 22 of the California Code of Regulations, the engineering report shall include:

(i) A description of the design of the proposed reclamation system.

(ii) A means for compliance with Title 22 regulations and any other features specified by the State Board.

(iii) A contingency plan which will assure that no untreated or inadequately treated wastewater will be delivered to the use area.

(3) The City shall forward the completed engineering report to the State Board for review and approval.

(4) The user and the City will address any concerns that the State Board may have regarding the engineering report and revise the report accordingly.

(5) Upon the State Board's approval of the engineering report, the user may enter into a recycled water use agreement with the City. The user must enter into the agreement to begin recycled water service and pay any applicable fees.

(6) The Administrator will schedule a start-up test of the onsite recycled water system to ensure that cross-connections do not exist.

(7) Upon the successful completion of the test, the Administrator may authorize recycled water service to begin.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.715. Recycled water use agreement.

Every applicant agreeing to receive recycled water shall sign a recycled water use agreement (to be furnished by the City) and shall be subject to the following conditions:

(a) The applicant shall pay any specified connection fees, service line charges and other charges, and adhere to the requirements prescribed by this chapter and any additional requirements required by other agencies governing recycled water use.

(b) In order to maintain acceptable operating conditions throughout the recycled water system, the Administrator may schedule recycled water use for specific applications. Such scheduling may involve programming deliveries to different users and/or to various portions of a single user's onsite system. Any scheduling shall consider the operating constraints of the affected users.

(c) The Administrator may temporarily terminate recycled water service at any time recycled water produced by the Inland Empire Utilities Agency does not meet the requirements of the regulatory agencies. Recycled water service would, in such case, be restored when the recycled water meets the governing requirements.

(d) At a minimum, the recycled water use agreement shall include the following:

(1) Names and addresses of the owner of the property and user(s) of the recycled water.

(2) A statement that no changes in the proposed system will be undertaken without amending the agreement.

(3) A statement that the applicant recognizes potential penalties for violation of this chapter and any regulatory agencies.

(4) A copy of the State Board approved engineering report.

(5) Specific quantity of recycled water to be used, including estimated average annual use in acre-feet, and the maximum gallons per minutes (GPM) needed at the point of connection (POC) as shown on the plans.

(6) Approved uses.

(7) A statement that the agreement shall be canceled or amended if:

(i) A change of recycled water use occurs.

(ii) A change in the piping system has been implemented without prior approval.

(iii) A violation of these rules and regulations occurs and results in a system turn-off.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.716. Rates, fees, charges and deposits.

(a) All rates and fees regarding recycled water service and their administrative costs shall be established by the City Council and incorporated into Ontario Municipal Code Title 6, Chapter 8B. Any changes in fee and rate schedules shall be automatically adopted into this chapter.

(b) Applicants for recycled water service shall pay their fair share for the construction of facilities needed to deliver recycled water to the applicant's property. All fees and estimated construction costs shall be paid prior to construction; however, the City may reimburse the applicant for a portion of the cost of such facilities as described in subsection (c) of this section.

(c) Under certain circumstances, the City may contribute to the cost of designing and/or constructing the facilities needed to deliver recycled water to an applicant's property. Subject to the availability of funds, the City may:

(1) Reimburse an applicant for costs incurred to install oversized facilities in the public right-of-way.

(2) Elect to participate in or construct pipelines, reservoirs, pumping stations or other facilities, as the City determines necessary, and/or as funds are available.

(3) Elect to fund or construct recycled water facilities, necessary for converting existing customers from potable to recycled water, with customer reimbursement to the City in the form of an increased recycled water rate, not to exceed the potable rate, until such time as reimbursement is complete under the terms of the recycled water use agreement.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 29, Ord. 2816, eff. December 1, 2005, and §

Sec. 6-8.717. Construction water service.

Persons desiring recycled water for construction purposes shall request a temporary water meter for connection to a City recycled water fire hydrant, and shall be subject to the fees and deposits as set forth in this chapter. It shall be the responsibility of the customer to identify the approximate location of the recycled water fire hydrant. The customer shall be responsible for any damage and repair to the meter while in the customer's possession. In the event that a meter is stolen, it will be at the City's sole discretion whether the deposit shall be forfeited. If a replacement meter is requested, a new deposit and application may be required for the replacement meter. All temporary water meters shall be installed by City staff and secured to the desired recycled water fire hydrant with a City-provided locking device. The meter shall remain at the City

approved and designated location until such time as the customer requests it to be moved. The customer can request the meter to be relocated at a maximum number of four (4) times per billing period. Requests for removal or relocation will be accomplished the same working day, provided the request is made to the City prior to 1:00 p.m. of the day of the request. Any request made after 1:00 p.m. may be completed the following business day.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.718. Size, location, and installation of service line.

Recycled water service lines shall be extended by the property owner/developer to a curb line or property line of the customer's property, abutting on a public street, highway, road or City easement in which recycled water mains are installed. The size and location and/or type of recycled water service lines, service connections, meters, backflow protection devices, and any/all other appurtenances are subject to review and approval by the City.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.719. Service connection limitations.

Recycled water service shall be subject to the following conditions:

(a) The City reserves the right to limit the area of land under one (1) ownership to be supplied by one (1) recycled water service connection and recycled water meter.

(b) A recycled water service connection and its corresponding meter shall not be used to supply adjoining property of a different owner, or to supply property of the same owner across a road, street or other public right-of-way.

(c) When a property provided with a recycled water connection and corresponding recycled water meter is subdivided, such connection and meter shall be considered as serving the lot or parcel of land it directly or first enters. Additional recycled water mains and/or recycled water service lines will be required for all subdivided areas in accordance with this chapter.

(d) Private irrigation systems for homeowner's associations and other developments where landscaping around homes and in common areas are served with one (1) recycled water meter, shall not be allowed to cross public roads, easements, or other public rights-of-way without City approval.

(e) All recycled water used on any property where a meter is installed must pass through the meter. Customers shall be held responsible and charged for all recycled water passing through their meters.

(f) Every recycled water service line shall be equipped with an angle curb stop on the inlet side of the meter; such angle curb stop being intended exclusively for the use of the City in controlling the recycled water supply through the recycled water service line. If the curb stop is damaged by the user's use to an extent requiring replacement, such replacement shall be at the user's expense.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.720. Service pressure.

Whenever possible, the recycled water system will operate at a slightly lower pressure than the potable water system. This will cause potable water to flow in the recycled water system in the event of a cross-connection.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 30, Ord. 2816, eff. December 1, 2005, and § 2, Ord. 3197, eff. January 7, 2022)

Sec. 6-8.721. Relocation of recycled water service lines.

Should a recycled water service line installed pursuant to the request of the applicant, owner, or user be of the wrong size, or installed at a wrong location or depth, then the cost of all changes required shall be paid for by the applicant, owner, or user. All recycled water services provided prior to final street improvements will be considered temporary and the costs for all repairs or changes required to be performed by the City must be paid by the applicant, owner, or user.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022)

Article 5: Protective Measures

Sec. 6-8.722. Cross-connections.

Chapter 8E of Title 6 of the Ontario Municipal Code establishes the rules and regulations for the City's active Cross-Connection Control Program ("Program"). Service is conditioned on the users adherence to the Program. The City has designated a Cross-Connection Control Coordinator ("Coordinator") for the Program. When a request for recycled water service is initiated, the applicant must provide sufficient information, including plumbing and building plans, to enable the Administrator, Coordinator, and other regulatory agencies to determine the level of backflow protection required. The proper backflow protection, as determined by the Administrator, Coordinator, and other regulatory agencies, shall then be installed and tested according to Chapter 8E before recycled water service is provided. Users must make their premises open for inspection at all reasonable times in accordance with section 6-8.908 of Chapter 8E.

Any questions or notifications regarding these provisions or the program should be directed to the Coordinator or the Administrator, or his/her designee.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.723. Other measures.

(a) Water meters used for recycled water service shall be tagged or color-coded purple, color Pantone 512 or 522, or otherwise distinguished as such per AWWA standards. These meters shall not be interchanged or used for potable water service after repairs and/or meter testing have been performed.

(b) Where premises contain dual or multiple water systems and piping, the exposed portions of pipelines shall be painted, banded, or marked pursuant to § 6-8.726 at sufficient intervals to distinguish clearly water is safe for drinking purposes and water that is not safe. All outlets intended for drinking purposes shall be plainly marked to indicate that fact.

(c) For residences providing recycled water services, water outlets that serve non-potable water shall be marked with the words "Recycled Water - Do Not Drink".

(d) Periodic inspection by the City of the recycled water facilities will determine if all identifying items are clearly discernable. If not, they shall be immediately replaced, repaired or refurbished as needed, by the user. These items include:

(1) Warning tags.

(2) Painted surfaces.

(3) Warning tape.

(4) Identification tape.

(5) Covers, caps, signs.

(6) Other items that indicate recycled water is being used.

(e) To determine the existence of any cross-connections or backflow conditions into the potable water system, periodic testing by State Board approved methods will be performed by the Administrator and/or other regulatory agencies.

(f) The State and County Health Departments, the Administrator, and the IEUA shall be kept informed by written document of the identity of the person responsible for the user's recycled water system on all premises concerned with these rules and regulations. At each authorized use area, an 'Onsite' Recycled Water Supervisor shall be designated. This supervisor shall be responsible for:

(1) The installation and use of all components of the onsite recycled water system(s).

(2) Prevention of cross-connections.

(3) Change in use of recycled water.

(g) When the recycled water uses or conditions, as determined by the Administrator, Coordinator or other regulatory agencies, represent a clear and immediate hazard to the City's potable and/or recycled water supply that cannot be immediately removed or corrected, the Administrator shall terminate recycled water use. Section 6-8.920 of Chapter 8E establishes the conditions or uses that create a basis for termination.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 31, Ord. 2816, eff. December 1, 2005 and § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.724. Emergency connection to the recycled water system to the potable water system.

If the Administrator determines an emergency exists where all or parts of the recycled water system are unable to provide recycled water, the Administrator may approve an emergency temporary connection to the potable water system. Before such emergency temporary connection is made, the portion without recycled water shall be isolated by an air gap separation from the remainder of the recycled water system. This isolation shall occur at either individual services or on the offsite system, as determined by the Administrator. An approved backflow prevention device shall be installed on the potable

water lines in accordance with this chapter and any and all applicable rules and regulations of the state and local health departments. The recycled water system shall be disinfected in accordance with Title 22 California Code of Regulations and AWWA C651 Standard prior to any use of potable water through the system. Before the emergency temporary connection or connections shall be removed, whether onsite or offsite, the user shall notify the City's Municipal Utilities' Water Quality Programs Division. The emergency temporary connection shall be removed before connection to the recycled water system is re-established. Re-establishment of recycled water service must be inspected and approved by the Administrator prior to resuming delivery of recycled water.

Article 6: Facilities Design and Construction

Sec. 6-8.725. Facilities design.

(a) The design of offsite and onsite recycled water facilities, including the preparation of plans and construction specifications, shall be under the responsibility of an engineer registered in the State of California. The design of customer (onsite) facilities that will use recycled water, and preparations of plans and construction specifications, shall be stamped and signed by a State of California registered landscape architect or civil engineer, unless otherwise approved by the Administrator.

(b) Before the Administrator grants final acceptance of any system using recycled water, as-built drawings of the system shall be provided. The installed system shall be tested in accordance with the City Standard Specifications to ensure that the system is in full compliance with applicable rules and regulations.

(c) All offsite and onsite recycled water facilities shall be designed and constructed according to the requirements, conditions, and standards as adopted in the City Standard Specifications to ensure that the system is in full compliance with this chapter. Recycled water systems, both onsite and offsite, shall be separate and independent of any potable water systems.

(d) Where the premises contain dual or multiple water systems, the exposed portions of pipelines shall be identified at sufficient intervals.

(e) Areas irrigated with recycled water must be kept completely separated from domestic water wells and reservoirs. Recycled water shall not be applied or allowed to migrate to within fifty (50) feet of any well used for domestic supply. No impoundment of recycled water shall be located within one hundred (100) feet of any domestic water well, unless it can be demonstrated that special circumstances justify lesser distances to be acceptable.

(f) Adequate means of notification shall be provided to inform the public, employees and others that recycled water is being used. Conspicuous signs with appropriate wording that can be clearly read should be placed at adequate intervals around the authorized use area.

(1) Golf courses should print messages on score cards in a different color indicating recycled water is being used. Water hazards containing recycled water should be posted with appropriate signs.

(2) Languages in addition to English should be used on signs where appropriate.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.726. Offsite recycled water facilities.

(a) Any offsite recycled water distribution facilities required to serve existing or new developments of the property within the City, as determined by the Administrator, shall be provided by the applicant, owner, or customer at their expense, unless the Administrator determines it is a City benefit to construct these capital facilities.

(b) Plans and specifications for all recycled water distribution facilities shall be submitted to and approved by the Administrator, and other regulatory agencies, in advance of construction.

(c) The City will assume responsibility for providing recycled water service to the point of connection of such development on transfer, to the City, of the title to all offsite recycled water systems and any necessary easements. All easements shall be in a form acceptable to the Administrator, and not subject to outstanding obligations to relocate such facilities or any deeds of trust, except in instances where such is determined by the Administrator to be in the best interest of the City.

(d) The City and the property owner or developer may enter into a reimbursement agreement for the portions of a recycled water system that are required to be oversized with capacity to supply more recycled water than the property owner or developer requires. The determination to enter into a reimbursement agreement, and the specific items that are the subject of reimbursement, will be made by the City.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.7273. Onsite recycled water facilities.

(a) The user or the owner of the property shall be responsible for all costs associated with onsite recycled water facilities.

(b) When City standards and specifications require a higher quality material, equipment, design or construction method than that required by other governing codes, rules and regulations, the City standards and specifications shall take precedence.

(1) In areas where recycled water is not immediately available when the use area is ready for construction, and if the City has determined that recycled water will be supplied in the future, onsite facilities shall be designed to use recycled water. Provisions shall be made to allow for connection to the City's offsite recycled water facilities, when available. In the interim, potable or other suitable water may be supplied to the onsite facilities through an "interim service connection."

(2) Conditions of interim service are:

(i) The City anticipates recycled water will be available to the site within five (5) years of the time interim service is initiated.

(ii) The user or the owner of the property must sign a recycled water use agreement.

(iii) The user or the owner of the property must agree to perform or pay for all work necessary to remove the interim connection and make connections to

the permanent recycled water system at the time the recycled water system is installed.

(iv) An approved backflow prevention device is required on the interim service. The backflow prevention device shall be downstream of the meter and shall be a part of the onsite recycled water facilities.

(v) Future recycled water users will pay for the following:

(A) Cost of constructing and abandoning the interim service and cost of constructing the recycled water service.

(B) Applicable recycled water fees at the time service becomes available.

(C) Applicable interim water rates for the type of water delivered through the interim service.

(vi) When recycled water is available to the site, an inspection of the onsite facilities will be conducted by the Administrator to verify that the facilities are still in compliance with the recycled water use agreement. Recycled water service shall be provided on verification of compliance. If the facilities are not in compliance, the Administrator shall notify the user to make any necessary corrections.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 32, Ord. 2816, eff. December 1, 2005 and § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.728. Construction.

(a) Construction of all new recycled water facilities will follow City standards and specifications and the American Water Works Association Construction Guidelines for Recycled Water Facilities.

(b) Where it is planned that an existing non-recycled water system shall be converted to a recycled water facility, the facilities to be converted to recycled water shall be investigated in detail at the user's expense, to determine the measures required to bring the system into full compliance with this chapter. No existing potable water facilities shall be connected to or incorporated into the recycled water system without City and State Board approvals.

(c) If, due to onsite failure of the recycled water system, the Administrator determines that it is necessary to convert onsite facilities from a recycled water supply to a potable water supply, a comprehensive investigation shall be performed by or for the City.

(1) The facilities to be converted to recycled water use shall be investigated in detail, including review of any record drawings, preparation of required reports, and determinations by the City of measures necessary to bring the system into full compliance with this chapter for recycled water service.

(2) No potable water facilities shall be connected to or incorporated in the recycled water system that have not been approved for recycled water service by the City.

(d) It shall be the responsibility of the user to pay all costs for such conversion. Conversion costs may include, but not be limited to, the following:

(1) Isolation of the recycled water supply. Service shall be removed and plugged at the City main or abandoned in a manner approved by the Administrator.

(2) Installation of approved backflow prevention devices, as determined by the Administrator, on all potable and/or other water meter connections.

(3) Removal of any/all special recycled water quick couplers. The user shall be responsible for replacement with quick couplers approved for potable water systems.

(4) Notification to all onsite personnel involved.

(5) Removal of all warning labels/signs.

(6) Installation of any/all potable water facilities and payment of any associated capacity fees, as established in Title 6, Chapter 8B, of the Ontario Municipal Code.

(7) System flushing, disinfecting, decontamination, and water quality analyses, as required by the City and/or other regulatory agencies.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Article 7: Facilities Operation

Sec. 6-8.729. Offsite facilities.

The City and/or the Inland Empire Utilities Agency shall be responsible for the operation, maintenance and surveillance of all offsite recycled water systems. This includes but is not limited to recycled water pipelines, valves, connections, storage facilities, and other related equipment and property up to and including the meter. Only the City and/or the Inland Empire Utilities Agency personnel and their representatives shall operate, adjust, change, alter, move or relocate any portion of their respective offsite recycled water facilities.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.730. Onsite facilities.

(a) General.

(1) The operation, surveillance, repair, and maintenance of all customer recycled water facilities are the responsibility of the user and his or her designated Onsite Recycled Water Supervisor.

(i) The Onsite Recycled Water Supervisor shall be responsible for the installation, operation, and maintenance of the onsite recycled water system, enforcing applicable requirements of the City's recycled water use agreement, preventing potential hazards related to such system, maintenance of the system

plans in "as-built" form, and distribution of recycled water in accordance with applicable laws and permits held by the City.

(2) The Administrator shall have the right to enter the user's premises to monitor and inspect all onsite recycled water facilities. Where necessary, keys and/or lock combinations shall be issued to the Administrator to provide such access during hours of recycled water system operation.

(b) The Onsite Recycled Water Supervisor shall have the following responsibilities pertaining to operation of onsite facilities:

(1) Ensure that all operations personnel are trained and familiarized with the use of recycled water.

(2) Furnish all operations personnel with maintenance instructions, irrigation schedules, controller charts, and as-built drawings to ensure proper operation in accordance with the onsite facilities design and applicable rules and regulations.

(3) Prepare and submit to the Administrator one (1) reproducible set of as-built drawings.

(4) Notify the Administrator of all updates or proposed changes, modifications, or additions to the onsite facilities and operations for review and approval prior to construction or implementation. All updates and proposed changes shall comply with this chapter, the recycled water use agreement and any other applicable rules and regulations.

(5) Ensure that the operation and maintenance of all recycled water facilities remain in accordance with this chapter, the recycled water use agreement and any other applicable rules and regulations.

(6) Operate and control the system in order to prevent direct human consumption of recycled water and to control and limit runoff. The user or the owner of the property shall be responsible for any and all subsequent uses of the recycled water. Operation and control measures to be utilized in this regard shall include where appropriate, but not limited to:

(i) Minimizing discharge onto areas not under control of the user so as to minimize public contact. Full circle sprinklers shall not be used adjacent to sidewalks, roadways, and property lines in order to confine the discharge to the use area.

(ii) Operating the onsite recycled water facilities during periods of minimal human use of the service area, and allowing a maximum dry-out time before the irrigated area will be used by the public.

(iii) Providing adequate first aid kits on the premises, and promptly treating all cuts and abrasions to prevent infection. If infection is likely, a physician should be consulted.

(iv) Taking any other precautionary measures to minimize direct contact with recycled water. User's employees, residents, and the public should not be subjected to recycled water sprays.

(v) Applying recycled water at a rate that does not exceed the infiltration rate of the soil. Where varying soil types are present, the design and operation of the recycled water facilities shall be compatible with the lowest infiltration rate of the soils present.

(vi) Reporting to the Administrator any/all failures in the recycled water system that cause an unauthorized discharge of recycled water.

(vii) Protecting all drinking fountains located within the approved use area, by location and/or a structure from contact with recycled water to the maximum extent possible. Windblown spray, direct application through irrigation or other approved uses are considered sources of recycled water. Protection shall be by design, construction practice, or system operation.

(viii) Protecting facilities that may be used by the public, including but not limited to, eating surfaces and playground equipment located within the approved use areas, by locating seating and/or structures from contact with recycled water to the maximum extent possible. Windblown spray, direct contact by irrigation application, or other approved uses are considered sources of recycled water. Protection shall be by design, construction practice, or system operation.

(c) The user shall enforce the following prohibitions:

(1) Cross-connections, as defined by the Cross-Connection Control Policy Handbook , resulting from the use of recycled water or from the physical presence of a recycled water service, whether by design, construction practice, or system operation, are prohibited.

(2) Discharge of recycled water for any purposes, in areas other than those specifically approved in the recycled water use agreement, and without the prior approval of the Administrator, is prohibited.

(3) Use or installation of permanent hose bibs on any customer water system that presently operates or is designed to operate with recycled water is prohibited.

(4) Conditions that directly or indirectly cause recycled water to pond either within or outside of the approved use area, whether by design, construction practice, or system operation are prohibited, unless designed specifically for ponding and approved by Administrator.

(5) Conditions that directly or indirectly cause runoff of recycled water onto areas outside of approved use areas, whether by design, construction practice, or system operation, are prohibited.

(6) Use of recycled water for any purposes other than those specifically approved in the recycled water use agreement, and without the prior approval of the Administrator, is prohibited.

(7) Conditions that directly or indirectly permit windblown spray to pass outside of the approved use area, whether by design, construction practice, or system operation, are prohibited.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.731. Monitoring and inspection.

(a) The Administrator will periodically monitor and inspect the entire recycled distribution facility, including both offsite and onsite facilities. The Administrator will conduct monitoring programs, maintain records as deemed necessary, inspect onsite facilities for compliance with applicable rules and regulations, and provide reports as requested by the State Board. For these purposes, the Administrator will have the right to enter the user's premises during hours of recycled water system operation to inspect onsite recycled water facilities and approved areas of recycled water use, to ensure compliance with this chapter and Chapter 8E, including the requirement that runoff be controlled and limited (§ 6-8.733(b)(6)) and the prohibition of cross-connections between potable water facilities and recycled water facilities (Chapter 8E).

(b) The approved user shall be responsible for providing access to and cooperation with the City's Cross-Connection Control Specialist or designee so that the City's Cross-Connection Control Specialist or designee can perform periodic cross-connection tests, site inspections and backflow prevention device tests. Site inspections shall include pressure testing of the system(s) as well as a visual check of the entire system to verify that no cross-connections or unapproved connections exist. The approved user shall be responsible for correcting any work which violates the City's regulations, at the user's sole expense, including any costs associated with repair and re-testing the backflow prevention device should the backflow prevention device fails to pass the required test.

(c) If the user or owner changes, the City's Cross-Connection Control Coordinator or designee will perform an inspection and test to verify compliance with this chapter and Chapter 8E.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.732. Maintenance responsibility.

(a) The user or owner is responsible for maintaining all onsite facilities that are under the ownership of parties other than the City.

(b) No person shall place, dispose, deposit or permit the placement, disposal, or deposit of oil, toxic, hazardous or contaminated liquid or waste, trash, soil, building materials, or any other substances, objects, or obstructions in, on, or around meter boxes or other City facilities. No person shall allow or permit meter boxes or other City facilities from becoming obstructed or obscured by trees, shrubs, plants or in any other manner so as to impede their use or access or make their location difficult to determine.

(c) If such substances, objects, or obstructions are not cleaned and removed, or are permitted to obscure or impede use or access to such facilities, the City may accomplish the cleaning and removal at the user's expense. The Administrator will provide reasonable notice to the user before assessing the charge.

(§ 1, Ord. 2689, eff. June 17, 1999, as amended by § 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.733. Meter testing.

If a recycled water meter fails to register during any period or is known to register inaccurately, the owner or user shall be charged using a reasonable average daily consumption based on prior consumption or based on other reasonable calculations in the absence of historical consumption data. The City will examine and test the meter through which recycled water is being furnished or determine whether it is correctly registering the amount of recycled water being delivered.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Article 8: Enforcement

Sec. 6-8.734. Illegal connections, diversions, or tampering.

(a) Diversion and tampering are prohibited.

(b) Diversion and tampering are crimes under the California Penal Code and are violations of the Water Code and the Civil Code. Diversion and tampering may be subject to charges and penalties, as well as referral to the District Attorney for criminal prosecution. All charges and penalties shall be applicable and collected in accordance with applicable laws and regulations.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

Sec. 6-8.735. Violations and enforcement.

Nothing in this chapter limits or restricts the City's general authority to enforce noncompliance of applicable rules and regulations. The City retains the right to enforce violations of this chapter in accordance with Chapter 1-5 or in accordance with any other legally authorized process, including but not limited to discontinuing service to any customer that commits a violation, infraction, or otherwise fails to comply with the municipal code, any amendments or additions thereto, and any adopted rules or regulations. Prior to the service disconnection, the City shall provide notice to the customer where a violation, infraction, or otherwise noncompliance results, or is likely to result, in a dangerous or unsanitary condition on the customer's premises, or within the City's water system, and where disconnection of service is necessary to protect the City from fraud, imposition, loss or abuse.

(§ 2, Ord. 3197, eff. January 7, 2022, § 3 Ord. XXX, eff. April XX, 2025)

EXHIBIT C

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6-8.837 Violations

Article 1: General Provisions

Sec. 6-8.800. Purpose and policy.

The purpose of this chapter is to set forth requirements and procedures for the design, construction, monitoring, inspection, and maintenance of potable water facilities, and enable the City to comply with all applicable State and Federal laws and regulations.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.801. Objectives.

The objectives of this chapter are:

(a) To establish the City's rights and responsibilities regarding design, construction, inspection, operation, and maintenance of potable water facilities.

(b) To establish roles and responsibilities of applicant, developer, contractor, and customer regarding design, construction, monitoring, inspection, and maintenance of potable water facilities.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.802. Severability.

If any section, subsection, sentence, clause or phrase of this chapter establishing rules and regulations for the use of potable water is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of this Chapter.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 2: Definitions

Sec. 6-8.803. Definitions.

(a) "Applicant" shall mean any person, firm, corporation, association, or agency who desires to obtain water services from the City.

(b) "Automated meter reading device" shall mean a specified device installed with metered services with new development and replacement meters that transmits meter read information electronically to a remote receiving device.

(c) “Bacteriological test” shall mean a microbiological examination of water samples routinely taken on the public water system and on all newly constructed water facilities prior to City acceptance, to determine if the water from said potable water facilities meets sanitary quality standards for public consumption set by the California State Water Resources Control Board.

(d) “CADD” shall mean Computer Aided Design and Drafting.

(e) “City” shall mean the City of Ontario, California.

(f) “City Council” shall mean the City Council of the City of Ontario, California.

(g) “City Manager” shall mean the City Manager of the City of Ontario, or his or her authorized representative.

(h) “Contractor” shall mean any person who for himself or herself, in conjunction with, or by or through other, agrees to perform and does perform a construction contract and shall include:

(1) Any person required to be licensed under the California Contractors’ State License Law, and any person contracting with the United States to perform a construction contract, whether such persons are formed or organized under the laws of this state, or another state or country; and

(2) Subcontractors and specialty contractors and those engaged in such building trades as defined in the California Code of Regulations, Title 18, Section 1521.

(i) “Customer” shall mean a person, firm, or corporation who is the recipient of water service from the City.

(j) “DDW” shall mean California State Water Resources Control Board’s Division of Drinking Water.

(k) “Design Development Guidelines and Specifications" shall mean the City’s most current published version for potable water system design and criteria.

(l) “Developer” shall mean a person, firm, corporation, partnership, or association who desires water service which requires the installation of new, improved or expanded water service facilities for him or herself or for others, except that employees and consultants of such persons or entities, acting in such capacity, are not developers.

(m) "Domestic service” shall mean the delivery of potable water through an authorized service connection designated primarily for potable and sanitation uses, and other associated uses.

(n) “ELAP” shall mean the California Environmental Laboratory Accreditation Program.

(o) “Engineer” shall mean the City Engineer of the City of Ontario, or his or her authorized representative.

(p) “Fecal coliform” shall mean a subgroup of total coliforms and are associated with human and animal wastes. Escherichia coli is a fecal coliform species.

(q) "Fire service” shall mean the standby and delivery of water through an authorized service connection designated exclusively for fire protection including automatic sprinklers and fire hydrants.

(r) "Greenbook” shall mean the most current published edition of “Greenbook” Standard Specifications for Public Works Construction.

(s) "Heterotrophic plate count” shall mean a procedure for estimating the number of culturable heterotrophic bacteria in water.

(t) "IEUA” shall mean the Inland Empire Utilities Agency.

(u) “Inspector” shall mean the City of Ontario’s Engineering Department’s Public Works Inspector.

(v) “Municipal Utilities Company” shall mean the Municipal Utilities Company of the City of Ontario.

(w) "NPDES” shall mean National Pollutant Discharge Elimination System.

(x) “Operation and maintenance” shall mean the functions required to ensure continuous operations and viability of the City’s infrastructure.

(y) “Service connection” shall mean the water pipe, or pipes, and appurtenances installed by the developer to transport potable water from adjoining City facilities located within a public right-of-way or public utility easement to the developer’s parcel of land. Said service connections shall terminate at the customer side of the meter and meter box located at a specified place approved by the City.

(z) “Standard Drawings” shall mean the City’s Standard Drawings.

(aa) "Subdivision” shall mean the division, by a developer, of any part of portion of a parcel of land, within the service area of the City, into two or more separate parcels or units for sale or lease for residential, commercial, or industrial purposes.

(bb) “Total coliform” shall mean a coliform group consisting of several genera of bacteria that belong to the family Enterobacteriaceae that live in the intestines of warm-blooded animals, such as humans and animals.

(cc) "Transmission facilities” shall mean any designated City facilities, and appurtenances, considered to be the backbone infrastructure that transports large quantities of water within the City to and from the storage facilities and the City treatment/processing plants. Such facilities shall not be used as, nor be deemed to be,

part of the on-site water facilities which are required for the connection and delivery of water service to a customer or developer.

(dd) "Water facilities" shall mean any water mains, service connections, water service lines, meters, and appurtenances used for providing potable water service to any parcels of land or subdivision of said parcels of land, excluding designated transmission facilities.

(ee) "Water Pipeline Construction Specifications" shall mean the City's most current published version for constructing potable water facilities.

(ff) "Water Pipeline Material Specification and Approved List" shall mean the City's most current published version for materials used to construct potable water facilities.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 3: General Responsibilities

Sec. 6-8.804. Applicant and developer responsibilities.

(a) The applicant or developer shall be required to pay all applicable fees based on current rates approved by City Council.

(b) The applicant or developer's responsibilities shall generally include engineering, construction, sanitizing, and testing of water facilities in accordance with this chapter and subject to the Engineer and Inspector's approval. Complete engineering shall be by a registered civil engineer and shall include submission of a full set of detailed improvement plans in electronic form of a scale acceptable to the Engineer, along with appropriate plan check and inspection fees. After all changes, modifications, and additions requested by the Engineer have been made on the improvement plans and have been approved, the applicant or developer shall furnish the Engineer a complete set of electronic improvement plans, which shall become the property of the City. In addition to furnishing the Engineer with a complete set of electronic improvement plans, the applicant or developer shall furnish an electronic file containing necessary data for producing CADD drawings in a format approved by the Engineer.

(c) Any changes in installation from the improvement plans submitted pursuant to subsection (b) shall have prior written approval of the Engineer, and the applicant or developer shall furnish the Engineer a complete set of as-built plans before water service is established and provided. An electronic CADD file shall also be furnished for the as-built plans.

(d) The applicant or developer shall have the required installation, chlorination, and sanitization of newly installed water facilities performed by a contractor that meets the licensing requirements in subsection (a) and (b) of section 6-8.805.

(e) The applicant or developer shall ensure that the contractor installs water facilities in accordance with the City's Design Development Guidelines and

Specifications and Standard Drawings unless otherwise granted in writing by the Engineer.

(f) The applicant or developer shall be responsible for relocating or reinstalling any existing water facilities installed in conflict with plans submitted pursuant to subsection (b) or (c). Relocation of water facilities shall be contingent upon the City approval of the plans, which are to be submitted by applicant or developer in a format as required by the Engineer. Under no circumstances may water facilities be relocated unless authorized by the Engineer in writing.

(g) The applicant or developer is responsible for the abandonment of any existing facilities that, through the plan checking process, are deemed unnecessary or inadequate for usage by the new construction. Any abandonment will be done in accordance with the approved plans in conjunction with the construction of the new facilities or in a manner as directed by the Engineer.

(h) The applicant or developer shall comply with any other requirement set forth in this Chapter.

Sec. 6-8.805. Contractor responsibilities.

(a) The contractor shall possess a State of California Class “A” license issued by the Department of Motor Vehicles and a Class “C-34” or Class “C-12” license issued by the Contractors State License Board for the installation of newly installed systems.

(b) The contractor shall possess a State of California Class “C-36” license issued by the Contractors State License Board for the chlorination and sanitization of newly installed systems.

(c) The contractor shall at all times maintain and insure the integrity of newly constructed facilities, including but not limited to pipeline, appurtenance, and devices, during storage, transportation, and installation. Pipe shall be delivered and stored with factory provided end caps. Failure to maintain the integrity of newly constructed facilities through the demonstration of inspection and testing shall allow the City, at its sole discretion, to have the contractor remove, replace, retest, or reinspect at the contractor’s sole expense.

(d) The contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and dispose of all water entering the excavations or other parts of the work. Ground or sub surface water shall not be allowed to rise around pipe installations until joining compound in the joints has set. The contractor shall dispose of the water and any other materials generated from the work site in a suitable manner without damage to adjacent property. No water shall be drained into work built or under construction. Water and any other materials generated from the work site shall be disposed of in such a manner that conforms to state and federal waste disposal laws.

(e) At all times the contractor will coordinate all work with the City to minimize waterline shutdowns made pursuant to section 6-8.828.

(f) The contractor shall have monitoring performed, in connection with chlorination and sanitization the of newly installed systems, by a current certified California Water Distribution Operator and demonstrate formal training by a certified ELAP laboratory. All charges shall be borne by contractor.

(g) The contractor shall disinfect pipelines, valves, hydrants, service laterals, fittings, tanks, and other surfaces exposed to water in accordance with AWWA C651. Sampling locations shall be in accordance with AWWA C651 and the DDW regulations.

(h) The contractor shall dechlorinate and remove pollutants from water flushed from water mains in accordance with AWWA C655 and discharge requirements specified in the City's Specifications and NPDES permits.

(i) Prior to water service being established, the contractor shall complete and pass the hydrostatic pressure, leakage, and disinfection tests prior to connecting any new line to the existing pipe and mains. All tests shall be completed in the presence of the Inspector for recording.

(j) The contractor shall comply with any other requirement set forth in this chapter.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.806. City rights and responsibilities.

(a) The City is responsible for inspections made pursuant to Article 6 of this chapter.

(b) The City reserves the right to install any water facility which will become the property of the City for maintenance and operation.

(c) The City shall be responsible for the operation and surveillance of all of the City's water facilities, including, but not limited to pipelines, treatment facilities, and appurtenances and property up to and including the City's meter, shall be under the management and control of the City.

(d) No other persons except authorized City employees shall have any right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the foregoing or any of the City's property. In the event that such should occur, all charges and penalties shall be applicable and collected. Such action shall also be in violation of any and all applicable federal, state, and local statutes, ordinances, regulation, and other requirements.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.807. Customer responsibilities.

(a) Provision of water service includes a right-of-way on the customer's property for the City to gain unobstructed access to the City's water facilities (e.g., water meter box, fire hydrants, air release valves, etc.) at all times.

(b) The customer is obligated to maintain unrestricted and visible access to the customer's property for the safety of City personnel and to protect the City's water facilities.

(c) The customer shall comply with any other requirement set forth in this chapter.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 4: New Service Connection Requirements

Sec. 6-8.808. Connection fees.

Connection fees applicable to all new, improved or expanded service connections will be established from time to time by the City and shall include any fees and/or rates established by IEUA through ordinance.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.809. New service connection.

An applicant shall submit an application for every new, improved or expanded service connection to the Engineering Department. The application shall be accompanied by payment of all appropriate fees. The fee for providing the meter shall include perpetual maintenance.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 810. Application for new service connection.

An applicant requesting service connection(s) for a subdivision, commercial, or industrial development shall submit an application to the Engineering Department. The application shall include, but not limited to, the following information:

(a) Name and address of applicant;

(b) Legal description, location of service connection along the frontage of the property to be served;

(c) Two (2) copies of tentative tract map, plot plan, or parcel map;

(d) Meter size of service connection;

(e) Fire flow requirements per Fire Department;

(f) All other required City documents, such as business license;

(g) Purpose for which service shall be used; and

(h) Other information which City may reasonably require.

The information supplied by the applicant the application shall be considered authoritative and final. If any error in such application shall cause installation of a service connection that is improper, either in size or location, the cost of all changes required shall be borne solely by the applicant. Once the application for water service is completed and signed, all appropriate fees and charges are paid, a service connection is installed, a meter is set , and the water is turned on, the charge for water service shall begin. If water service is not required when the service connection is installed, the water meter shall not be installed and the angle curb stop or valve governing the supply will be left shut off and locked. When service is required, the applicant shall contact the City for water service.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 811. Conditions of service.

Applicants shall be required to accept and consent to such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the City harmless for any damages arising out of low pressure, high pressure, fluctuations in pressure, or interruption of service.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.812. No entitlement to service.

Any water supply assessment or verifications prepared by the City will not entitle the applicant's project to water service or to any right, priority, or allocation in any supply, capacity, or facility, or affect the City's obligation to provide service to its customers or potential future customers. In order to receive service, the applicant must meet all of the applicable requirements of this chapter.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 5: Design and Construction

Sec. 6-8.813. Water system design specifications and guidelines.

(a) The water system shall be designed and constructed in accordance with criteria described in the most current City of Ontario "Water Master Plan" and other City published design guidelines, specifications, and standards including but not limited to:

(1) Cross-Connection Control Program, Chapter 8E of Title 6 of the Ontario Municipal Code
(2) Design Development Guidelines and Specifications;
(3) Standard Drawings;
(4) Water Master Plan;
(5) Water Pipeline Construction Specifications; and
(6) Water Pipeline Material Specification and Approved List.

Design elements include but are not limited to system layout and pipeline locations, demand and usage, pipe sizing, valving, pressure regulating facilities, air/vacuum release valves, fire hydrants, blow-off appurtenances, service laterals, corrosivity, and tracer wires.

(b) In addition to subsection (a) and (b), design and construction of the water system shall meet the applicable requirements and specifications described in following documents:

(1) This Chapter;
(2) DDW Waterworks Standards Main Separation, California Code of Regulations Title 22, section 64572;
(3) California Fire Code, as it exists or may be amended, for the purposes of fire hydrant location and frequency;
(4) Greenbook; and
(5) Any other requirement or specification the Engineer deems reasonably necessary to ensure compliance with state and federal laws and the reliability and safety of the City's water system.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.814. Street sub-grade.

If recently installed mains and services are required to be removed, relocated or adjusted to grade as a result of changes requested by the developer or, because of incorrect survey information as to the grade of curbs and street, location of property lines or other utilities, etc., all expenses incurred by making said changes shall be borne solely by the developer. For newly surfaced streets, all trench restoration and resurfacing charges shall be paid by the developer and subject to City street moratorium requirements.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.815. Right-of-way and easements.

Unless otherwise granted in writing by the Engineer:

(a) No public utilities shall be installed in any street or other location not formally dedicated for such use, except by consent of the property owner and the City. Such consent shall be prepared by the developer, reviewed and approved by the Engineer, in an approved easement deed format provided by the City, and recorded in favor of the City.

(b) Within a utility easement, water main separations shall adhere to the California Code of Regulations Section 64572. Additional minimum separations shall be met for each utility and adhere to this chapter.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.816. Potable pipeline location.

Crossing of non-potable lines shall adhere to DDW Waterworks Standards Main Separation requirements as contained in California Code of Regulations Title 22, section 64572. If minimum clearance cannot be achieved, a separation waiver request shall be completed and submitted to the Municipal Utilities Company. The Municipal Utilities Company shall review and if in concurrence, submit the request to DDW for state review and approval pursuant to California Code of Regulations Title 22, section 64511.100.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.817. Fire hydrants.

All fire hydrants shall be installed at a frequency and distance that is consistent with Appendix C and CC of California Fire Code. Fire hydrants shall be installed with a minimum separation of 5-feet from any driveway, street light, power pole, sign, fence, wall, or other development that may obstruct access.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.818. Water service lines.

(a) Service connections shall be installed to the curb or street right-of-way line as determined by the Engineer. The property to be served shall front on or be adjacent to a dedicated public right-of-way wherein the City maintains or can install a standard potable water main.

(b) The developer or applicant shall determine the size of service connections and meters and their location with respect to the boundaries of the premises to be served prior to issuance of building or plumbing permits by the City.

(c) Notwithstanding subsection (b), the City may determine the size of the water service lines, the service connections, and the meters.

(d) The City shall determine type and size of backflow protection devices for potable water service, in accordance with Chapter 8E of Title 6 of the Ontario Municipal Code, and any and all other appurtenances to the service.

(e) The water service line(s) shall be installed to a curb line of the customer's property, or if no curb, to the customer's property line, abutting upon a public street, highway, alley, easement, lane, or road (other than a freeway) in which are installed water mains of the City. Water service line(s) should not be done until the exact location of the service connection has been approved by the Engineer.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.819. Service connections.

Unless otherwise granted in writing by the Engineer:

(a) Each residence and/ building, excepting condominium and townhouse projects under separate ownership shall must be provided with a single and separate service connection and water meter except under special conditions as determined by the City.

(b) Two (2) or more dwellings or buildings under one (1) ownership and on the same lot or parcel of land shall have separate service connections for each dwelling or building. A separate landscape irrigation meter is required for a property under the conditions described in Chapter 7, Chapter 8A, or Chapter 8C of Title 6 of the Ontario Municipal Code.

(c) The customer's pipe which connects to the outlet side of the meter shall not be installed until the service connection is completed. If the applicant or developer's pipe is installed to the outlet side of the meter before the service connection is installed and its location does not correspond with the service connection specified on the application form and improvement plans, then the applicant or developer shall pay the additional cost for completing the service connection from the water main to the outlet side of the meter. The service connection and all equipment appurtenant thereto, including the meter and meter box, shall be the sole property of the City, and no part of the cost thereof shall be refunded to the applicant or developer.

(d) The Engineer reserves the right to limit the number of houses or buildings, such as apartments, or the area of land under one ownership to be supplied by one service connection and water meter.

(e) The Engineer may limit the number of service connections to any residential or other project whether under separate or multiple ownership.

(f) A service connection and water meter must not be used to supply adjoining property of a different owner, or to supply property of the same owner across a street, or alley.

(g) No service connection shall be installed on the public or private side of any service lateral that is intended to service joint or adjacent parcels of land.

(h) When property provided with a service connection and water meter is subdivided, that connection and meter will be considered as serving the lot or parcel of land that it directly or first enters. Additional water mains and/or service lines will be required for all subdivided areas in accordance with this chapter.

(i) Every service connection will be equipped with an angle curb stop, or valve, on the inlet side of the meter; that angle curb stop, or valve, is intended exclusively for the use of the City in controlling the water supply through the water service line. If the angle curb stop, or valve, is for any reason damaged by the customer's use to an extent requiring replacement, the City shall have the right to charge the customer for the cost to replace or repair such angle curb stop, or valve.

(j) The City, at its option, may allow connection to the City's water system by persons outside the City limits. Said connection is at the discretion of the City and may be disconnected upon thirty (30) days' notice.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.820. Fire service connection.

(a) The valve controlling water flow to the service connection shall be closed when a fire service connection is installed and remain so until a written order is received from the owner or lessee of the premises to have the water turned on. After the water is turned on, the City shall not be held liable for damages of any kind whatsoever that may occur on or to the premises serviced as a result of the installation, maintenance, or use of such service connection, or because of fluctuation of pressure, or interruption of supply.

(b) If water is used through a fire service connection for any other purpose than extinguishing of fires or conducting annual testing of the fire system, the City Manager shall have the right to require a meter on the fire service connection at the owner's expense or shut off the entire water supply for such premises. Upon the installation of such a meter, the established water rates then in effect for water services shall apply and be imposed for any water service provided to the property.

(c) The City shall have the right to take a domestic, commercial, or industrial service connection from the fire service connection at the curb to supply the same premises as that to which the fire service connection belongs. The Engineer shall have the right to determine the proportion of the installation costs properly chargeable to each service connection if such segregation of costs becomes necessary. .The established water rates then in effect for water services shall apply and be imposed for any water service provided to the property.

(d) The Engineer shall require the installation on all fire service connections, a backflow prevention assembly device as determined in Chapter 8E of Title 6 of the Ontario Municipal Code.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.821. Automated meter reading devices.

(a) All new developments shall utilize automated meter reading devices as the standard meter for all new metered services. The cost of the installation for these devices shall be paid and borne solely by the applicant or developer at a cost established from time to time by the City. The City reserves the right to make an installation on the basis of actual cost.

(b) The City shall test each meter prior to installation.

(c) The Municipal Utilities Company shall set all meters after acceptance of the installation by the Engineer, and application for service in accordance with Chapter 8B of Title 6 of the Ontario Municipal Code.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.822. Backflow prevention assemblies.

(a) An applicant must provide sufficient information, including plumbing and building plans, to enable the City to determine the level of backflow prevention required. The proper backflow protection, as determined by the City, shall be installed, and inspected before water service is provided.

(b) Backflow protection assemblies shall be installed in accordance with the City's standard drawings and Chapter 8E of Title 6 of the Ontario Municipal Code.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.823. Service relocation.

(a) The City reserves the right to relocate or modify the existing service connection, at any time, upon notification to the consumer.

(b) Whenever service connections, meters, fire hydrants, or other appurtenances are requested to be moved by a customer, the charges for such service relocation shall be borne and solely paid by the customer at the actual cost.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.824. Temporary service connection.

(a) An applicant shall submit an application for temporary service to a property to the Engineer for his or her review and recommendation. Before any temporary service shall be installed, the applicant shall agree to the following:

(1) Pay the cost of the temporary service connection, appropriate deposit, and the cost of all water delivered to the property;
(2) Not to provide water for or to any other property;
(3) Pay appropriate charges for a permanent service connection for the property when a water main is available and the cost, if any, for removal of the temporary service connection; and
(4) All temporary service connections shall be limited to six (6) months unless an extension is granted by the City Manager.
(5) The applicant or contractor shall be held responsible for loss or damage to the meter from the time it is installed until it is removed, or until 48 hours after notice in writing has been given to the City that the contractor or other person is finished using the meter. In the event that a meter is stolen, it will be at the City's sole discretion whether the deposit shall be forfeited. If a replacement meter is requested, a new deposit and application may be required for the replacement meter.
(6) Flows through a 3-inch or larger temporary service fire hydrant meter shall be limited to a maximum of 330 gallons per minute, unless otherwise authorized in writing at the time of application. Any deliberate attempt on the part of the applicant or user to increase the flow is just cause for the City to discontinue service.

(7) The City reserves the right to interrupt service without notice if such usage is causing pressure in the system to drop below an acceptable range.

(8) Each temporary service customer shall make every attempt to maintain a constant flow through the meter. To achieve this requirement, the customer may be required to provide and install a storage facility (construction tank, small interim reservoir, etc.) at the sole expense of the customer, approved by the City, in conjunction with the meter.

(9) When using fire hydrants for temporary service connections, no more than one outlet per hydrant shall be used for this purpose and shall be accompanied by a tested and properly functioning backflow prevention assembly in accordance with Chapter 8E of Title 6 of the Ontario Municipal Code.

(b) Temporary service connections are primarily installed for the convenience and use of Contractors during construction work.

(c) All meters for temporary service connections shall be installed by the City and secured to the desired fire hydrant with a City locking device and lock. These meters shall remain at this location until such time the responsible person requests it to be moved or removed pursuant to section 6-8.223.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 6: Monitoring and Inspection

Sec. 6-8. 825. Inspection.

(a) The City Inspector shall inspect all facilities installed by the contractor to insure compliance with the improvement plans, design specifications and requirements as described in section 6-8.813.

(b) Upon completion of the installation and backfill of newly installed systems, and prior to filling the pipeline with water for the pressure test, the contractor shall notify the City that the pipeline system is ready for video inspection. Said notification shall be made at least three working days in advance of the actual video inspection date. The video inspection will be made by a video inspection company approved by the City shall be made in the presence of the City's Inspector.

(1) The video inspection company shall provide the City with the color DVD or electronic video file and a written report detailing the condition of the interior of the mainline and joints. Subsequent to review of the video file and report by the City, the City will notify the contractor within 3 business days that they may then proceed with the filling, testing, and disinfection of the pipeline; or the City will provide a list of corrective measures that must occur prior to acceptance.

(2) Should remedial activities be necessary, the reconstruction methodology shall be approved by the City prior to commencement of the work. Upon completion of the remedial construction, the contractor shall once again notify the City that the newly installed systems are ready for a video inspection. The City reserves the right to re-video any portions of the water system they determine may have been affected by the reconstruction work activities.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.826. Pressure and leakage testing.

(a) A minimum 4-hour hydrostatic pressure test shall be performed and successfully completed in accordance with AWWA C600 or C605.

(b) The contractor shall apply test pressures at an approved outlet or fitting located within 5 feet vertically of the lowest point of each pipe section to be tested and securely plug such fittings. Where air valves or other suitable outlets are unavailable, the contractor shall provide approved taps and fittings for air release, and securely plug these.

(c) Flushing of mains with water at a velocity of at least 2.5 feet per second over its entire length shall be performed using an eccentric reducer. Velocity through outlets and fittings shall not exceed 25 feet per second during flushing.

(d) Leakage shall be computed as the total quantity of water pumped into the pipeline during the test period, including water added to reach the specified test pressure for the final time. Leakage shall not exceed the rate specified for the type of pipe tested. The contractor shall repeat the testing until the leakage does not exceed the specified leakage rate. The contractor shall repair all visible leaks regardless of the amount of leakage at their sole expense. All tests shall be completed in the presence of the City Inspector who shall record the results.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.827. Bacteriological sampling and testing.

(a) Prior to bacteriological tests, an application for shutdown must be submitted pursuant to section 6-8.828.

(b) Bacteriological tests shall be analyzed by a certified ELAP laboratory with approved fields of testing for said matrix.

(c) Passing bacteriological tests on two (2) consecutive days shall be achieved prior to connecting the pipeline to the existing water system or placing the pipeline into service. Satisfactory bacteriological results shall conform to the following:

(1) No total or fecal coliform.
(2) A heterotrophic plate count less than 200 colony-forming units (CFU) per milliliter (mL).
(3) Presence of chlorine residual at or below a concentration that does not interfere with the bacteriological testing and compromise the results.

(d) If the initial chlorination fails to produce two (2) consecutive days of passing bacteriological tests, chlorination shall be repeated until two (2) consecutive days of passing bacteriological tests are achieved.

(1) If the third attempt fails to obtain two (2) consecutive days of passing bacteriological test, then the City reserves the right, and at the sole expense of the contractor, to have the contractor clean the newly installed pipeline using a high-velocity flow that produces a neutral output discharge or other technology that removes excessive dirt or debris that has entered in the new installation that conforms to water conversation and NPDES requirements.

(e) Laboratory reports shall be furnished upon issuance to the City and shall include, but not be limited to chain of custody, lab work sheet or summary letter imprinted with the laboratory's name, address, and phone number. The report shall specify the field tests, laboratory analysis and results, and shall be signed by the laboratory director. The Engineer may require that laboratory reports be accompanied with any other form or document to ensure compliance with this section.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.828. Shutdowns.

(a) Shutdown of the City's in service potable lines shall be requested through an application. Said application shall be submitted to the City ten (10) working days before the first bacteriological test begins.

(b) Shutdowns are generally performed during Monday through Thursday between 9:00 AM and 4:00 PM, unless granted in writing by the Engineer.

(c) The Inspector shall sign off the application when all bacteriological testing has passed, and results are accepted by the City.

(d) After all bacteriological tests have passed, the contractor or developer shall have ten working days to perform the shutdown. If there is failure to perform the shutdown within the ten working day window, bacteriological testing shall be performed once to insure pipeline sterility has been maintained.

(e) Water will be turned on when pipeline has passed all bacteriological testing. There are no exceptions.

(f) For non-steel pipelines, 16-inches or less, the maximum time allowed is six(6) hours unless granted in writing by the Engineer.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.829. Title of water facilities.

Title to all water facilities, whether installed by the City or a developer, shall be vested in the City upon completion of all work, testing, chlorination, inspection and acceptance for use.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 7: Operation and Maintenance

Sec. 6-8. 830. Service connection maintained by Municipal Utilities Company.

(a) The Municipal Utilities Company shall maintain the service connection extending from the water main to the meter. The applicant shall install and maintain all pipes and fixtures extending or lying on the outlet side of the meter, excluding a City provided shutoff valve, 12-inch brass nipple and coupling. The Municipal Utilities Company shall set and maintain a meter on each service connection and the customer or owner shall be held liable for any damage to the meter due to his or her negligence. Every service connection shall be equipped with an angle curb stop, or valve, on the inlet side of the meter. Such valve or angle curb stop is intended for the exclusive use of the Municipal Utilities Company to control the water supply through a service connection. If the angle curb stop, or valve, is damaged due to the customer or owners use or negligence, the customer or owner shall be liable for replacement costs.

(b) The City assumes no responsibility for the maintenance and operation of a customer's water system beyond the service connection and point of ownership by the City. All plumbing, water piping, fixtures, connections, devices and related appurtenances beyond the service connection, and beyond the City's point of ownership, shall be maintained by the customer in "good standing condition".

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 831. City right of ingress to and egress from customer's property.

The City shall have the right of ingress to and egress from the customer's property during reasonable hours for any purpose reasonably related to the furnishing of water services and the exercise of any and all rights secured to it by law or these rules, including inspection of the consumer's customer's piping and equipment for compliance with the Municipal Code and these rules.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 832. City access.

A customer shall provide and maintain reasonable access for City representatives to all service connections, meters, back-flow prevention devices, or other facilities pertinent to water service installed on his or her premises.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.833. Obstruction of or deposit of material in meter boxes or hydrants.

(a) No person shall place, dispose, or deposit or permit the placement, disposal or deposit of oil, toxic, hazardous or contaminated liquid or waste, trash, dirt, building materials or other substances, objects or obstructions in, on or around meter boxes, and it shall be the responsibility of each applicant, owner, or customer to prevent meter boxes, City hydrants or other City facilities from becoming obstructed or obscured by such applicant, owner, or customer's trees, shrubs, plants or in any other manner so as to impede their use or access to them or make their location difficult to determine.

(b) The City shall not be held responsible nor liable for any damage or cost for the replacement or repair of any ground cover and/or plants, shrubs, or other obstructions, which may be removed or damaged while City personnel are using the right-of-way or easements.

(c) If such substances, objects or obstructions are not cleaned and removed or are permitted to obscure or impede such facilities, the City may, after providing reasonable notice to the applicant, developer, customer, or owner accomplish the cleaning and removal and charge the applicant, developer, customer, or owner for the cost of doing so.

(d) The applicant, developer, customer, or owner's failure to comply with the clearance and right-of-way obligations set forth in this chapter shall be deemed a violation of the chapter and termination of service.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 834. Quick-closing valves(or other devices).

No person shall not install any quick-closing valves or other equipment or device which shall cause excessive pressure surges in the City water system without prior written approval by the Engineer.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.835. Change in size of connection or meter.

Where a change or size increase of an existing service connection or meter is requested by a customer, the charges shall be the same as for a new service and any fees not previously paid shall be required.

(§ 4, Ord. XXX, eff. April XX, 2025)

Sec. 6-8. 836. Emergency repairs.

The City shall not accept any responsibility for the maintenance of pressure and reserves the right to discontinue service while making emergency repairs, and the like. Customers depending upon a continuous supply should provide emergency storage.

(§ 4, Ord. XXX, eff. April XX, 2025)

Article 8: Violations

Sec. 6-8.837. Violations.

It shall be unlawful for any person to violate any provisions of this chapter, and persons violating said provisions shall be subject to any of the following acts:

(a) Denial of an application;

(b) Termination of service; and

(c) Penalties pursuant to Chapter 2 of Title 1 of the Municipal Code.

(§ 4, Ord. XXX, eff. April XX, 2025)

EXHIBIT D

CHAPTER 8E: CROSS-CONNECTION CONTROL

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Article 1: General Provisions

Sec. 6-8.900 Purpose.

(a) The purpose of this chapter is to protect the City's potable water supply against actual or potential cross-connections from private on-site systems by isolating on-premises contamination or pollution that may occur due to undiscovered or unauthorized on-site cross-connections. This chapter is intended to protect the City's distribution system through premises containment and is not intended to provide regulatory measures for protecting users from the hazards of cross-connections within

their own premises. Notwithstanding the provisions in this chapter, the City accepts no responsibility for cross-connections or resulting hazards or contamination.

(b) This chapter is intended to comply with the State Water Board's Cross-Connection Control Policy Handbook and shall be in addition to, and not in lieu of, the controls and requirements of other regulatory agencies, such as local government agencies and local and State Health Departments. To the extent anything in the provisions within this chapter conflict with applicable laws or regulations, as may be amended from time to time, the provisions of such laws or regulations, including the Cross-Connection Control Policy Handbook, shall control.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.901 Applicability.

The requirements imposed by this chapter shall apply to all potable water, irrigation, and fire service connections from the City.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.902 Cross-Connection Control Coordinator.

The City has developed an active Cross-Connection Control Program ("Program") and designated a Cross-Connection Control Coordinator ("Coordinator") for the Program. The Coordinator shall maintain status as a cross-connection control specialist and be responsible for the development of, and the reporting, tracking, and other administrative duties of the Program. The Coordinator, or his/her designee, and the City Manager, or his/her designee, are authorized to administer and enforce this chapter and the Program.

Any questions or notifications regarding these provisions or the program should be directed to the Coordinator or the City Manager, or his/her designee.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.903. Other applicable rules and regulations.

Other guidelines, rules and regulations, ordinances, and specifications that may be applied by the Coordinator and/or the City Manager when administering and enforcing the Program include but are not limited to:

(a) Water Programs (Title 40, Chapter 1, Subchapter D of the Code of Federal Regulations.)

(b) Drinking Water (Division 104, Part 12 of the California Health and Safety Code.)

(c) Environmental Health (Title 22, Division 4 of the California Code of Regulations.)

(d) State Water Board's Cross-Connection Control Policy Handbook (adopted December 19, 2023.)

(e) Manual of Cross-Connection Control, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, University Park, Los Angeles, CA. Current Edition.

(f) EPA-570/9-89-007 Cross-Connection Control Manual, prepared by the U.S. Environmental Protection Agency.

(g) Uniform Plumbing Code, published by IAPMO, Current Edition.

(h) Manual M-14, published by AWWA, Current Edition.

(i) Water conservation provisions as established in the Chapter 8A of Title 6 of the Ontario Municipal Code

(j) Water services and fees provisions as established in the Chapter 8B of Title 6 of the Ontario Municipal Code

(k) Recycled water use provisions as established in the Chapter 8C of Title 6 of the Ontario Municipal Code

(l) Design and construction of water facilities provisions as established in Chapter 8D of Title 6 of the Ontario Municipal Code

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.904 Severability.

If any section, subsection, sentence, clause or phrase of this chapter establishing rules and regulations for the use of potable water is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of this chapter.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 2: Definitions

Sec. 6-8.905. Definitions.

(a) "Air-gap separation" or "AG" shall mean a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

(b) "ANSI" shall mean the American National Standards Institute.

(c) "ANSI ISO 17024 accredited certifying organization" shall mean a State Water Board-recognized organization certifying backflow prevention assembly testers and meets CCCPH testing and performance standards.

(d) “Applicant” shall mean any person, firm, corporation, association, or agency who desires to obtain water, sewer, and/or recycled water service from the City.

(e) "Approved water supply” shall mean a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the California Health and Safety Code.

(f) "Auxiliary water supply” shall mean a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a customer.

(g) "Backflow” shall mean an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into the City’s water potable system.

(h) “Backflow prevention assembly” or “BPA” shall mean a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

(i) “Backflow prevention assembly tester” shall mean a person who is certified by an American National Standards Institute ANSI ISO 17024 accredited certifying organization and holds a valid certification.

(j) “Backsiphonage” shall mean a form of backflow due to a reduction in system pressure, which causes a sub-atmospheric pressure to exist in the water system.

(k) “City” shall mean the City of Ontario, California.

(l) “City Council” shall mean the City Council of the City of Ontario, California.

(m) “City Manager” shall mean the City Manager of the City of Ontario, or his or her authorized representative.

(n) "Contaminants” shall mean any substance that shall impair the quality of water, in such a way as to create an actual hazard to the public health through poisoning, the spread of disease, etc.

(o) "Cross-connection” shall mean any actual or potential connection or structural arrangement between a public water system, including a piping system connection to the City’s distribution system and located on the premises of a customer or available to the customer, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

(p) "Cross-Connection Control Policy Handbook” or “CCCPH” shall mean the State Water Board’s Cross-Connection Control Policy Handbook, which are standards and principles for California’s Public Water Systems.

(q) “Customer” shall mean a person, firm, or corporation who is the recipient of water service from the City.

(r) "Degree of Hazard” shall mean either a pollutant (non-health hazard) or contaminant (health hazard); derived from the assessment of the materials, which may come in contact with the City’s distribution system through a cross-connection.

(s) "Distribution system” has the same meaning as defined in section 63750.50 of the California Code of Regulations, Title 22, Division 4, Chapter 2.

(t) "Double check detector backflow prevention assembly” or “DCDA” shall mean a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

(u) “Double check detector backflow prevention assembly – type II” or “DCDA-II” shall mean a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

(v) “Double check valve backflow prevention assembly” or “DC” shall mean an assembly consisting of two independently acting internally loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections.

(w) "Fire protection system” shall mean automatic fire sprinkler installations and/or private onsite fire hydrants served with potable water through a separate service connection.

(x) "Hazard Assessment” shall mean an evaluation of an applicant, owner, or customer’s premises designed to evaluate the types and degrees of hazard at a user’s premises.

(y) "High hazard cross-connection” shall mean a cross-connection that poses a threat to the potability or safety of the City’s water supply. Materials entering the City’s water supply through a high hazard cross-connection are contaminants or health hazards.

(z) “Low hazard cross-connection” shall mean a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

(aa) "ISO" shall mean the International Organization for Standardization.

(bb) "Premises" shall mean the lot, parcel, or property to which potable water is being supplied by the City or for which potable water service has been requested.

(cc) "Premises containment" shall mean protection of the City's distribution system from backflow from a customer's premises through the installation of one or more air-gaps or BPAs, installed as close as practical to the user's service connection, in a manner that isolates the customer's water supply from the City's distribution system.

(dd) "Potable water" shall mean water furnished to the customer which meets applicable local, state and federal drinking water standards.

(ee) "Pollutants" shall mean any substance that impairs the quality of the water to a degree, which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

(ff) "Readily accessible" shall mean capable of being reached for testing and/or maintenance, without the need of removing any access panel, door, or similar obstruction.

(gg) "Reduced pressure principle backflow prevention assembly" or "RP" shall mean an assembly with two independently acting internally loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check valves, and test cocks to enable accurate field testing of the assembly.

(hh) "Reduced pressure principle detector backflow prevention assembly" or "RPDA" shall mean a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass' water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow.

(ii) "Reduced pressure principle detector backflow prevention assembly – type II" or "RPDA-II" shall mean a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow.

(jj) "Service connection" shall mean the terminal end of a service connection from the City's distribution system (i.e., where the City may lose jurisdiction and sanitary control of the water at its point of delivery to the consumer's water system) and the point in a water system where the City's water supply can be protected from backflow using an air-gap or backflow prevention assembly. If a water meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the water meter.

(kk) "State Water Board" shall mean the California State Water Resources Control Board.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 3: Protection Requirements

Sec. 6-8.906. Backflow and unauthorized connections prohibited.

(a) No person is permitted to cause, permit, facilitate or maintain an actual or potential cross-connection or any type of connection that permits an actual or potential backflow of water to the City's distribution system.

(b) No physical connection shall hereafter exist, or be installed, located, maintained or operated, between the City's distribution system (including its appurtenant mains, pipes, fixtures, equipment or appliances) and any other water supply system or any sewer or drainage system, or any steam, gas or chemical line, pipe or conduit, or any device, boiler tank or container whereby a contamination or pollution or any dangerous, impure, unsanitary or nonpotable substance (solid, liquid, or gaseous or any combination thereof) may now, or hereafter be introduced into any portion of City's distribution system by backflow, backsiphonage, or any other method, manner, means, or cause whatsoever.

(c) It is unlawful for any person to make a permanent or temporary connection onto a backflow prevention assembly for the purpose of bypassing the backflow prevention assembly.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.907. Backflow installation.

(a) No person is permitted to install, maintain, or allow a metered water service connection to any premises served by the City unless the City's distribution system is protected in conformance with applicable State law or regulation (including the Cross-Connection Control Policy Handbook) and this chapter. Any person who is required to install an approved backflow prevention assembly must install, maintain, inspect and test such assembly in accordance with applicable State law or regulation (including the Cross-Connection Control Policy Handbook) and this chapter at the applicant, owner, or customer's own expense and within the time specified for installation. Every backflow prevention assembly required by law, regulation, or this chapter must be of model and size approved by the City. Failure, refusal or inability on the part of the applicant, owner, or customer to install said assembly or assemblies constitutes grounds for discontinuing water service to such metered or non-metered water service connections until such assembly or assemblies have been properly installed.

(b) Backflow prevention assemblies shall be installed on the premises, in accordance with the City's standards, before the first branch line leading off the service and not on the City's portion of the system. Backflow prevention assemblies shall be located as close as practical to the applicant, owner, or customer's service connection,

or at a location approved by the City. Backflow prevention assemblies shall be readily accessible for testing and maintenance and no device shall be submerged at any time.

(c) All backflow prevention assemblies required by this chapter shall be installed in accordance with any and all criteria set forth in Cross-Connection Control Policy Handbook section 3.3.2.

(d) Notwithstanding subsection (a), the City maintains the right to install, test, and maintain a backflow prevention assembly on premises where water service is provided. The cost thereof shall be borne by the applicant, owner, or customer.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.908. Entry and inspection.

All applicant, owner, or customer systems and premises shall be open for inspection at all reasonable times to authorized representatives of the City to enable the City to ascertain the existence of cross-connections or other structural or sanitary hazards, including violations of the cross-connection rules and regulations in this chapter. When such a condition becomes known, the City shall deny or discontinue service to the premises, in accordance with this chapter. Water service will be discontinued until the applicant, owner, or customer has corrected the condition(s) in conformance with State laws and City requirements relating to plumbing and water supplies, and with regulations adopted pursuant thereto.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.909. Backflow prevention assembly type.

Newly installed and replaced backflow prevention assemblies required in this chapter shall be of models approved by the City. Approved backflow prevention assemblies meet one of the following requirements:

(a) Air-gaps (“AG”) shall meet the requirements in Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4 of the American Society of Mechanical Engineers (ASME) A112.1.2- 2012 (R2017);

(b) Double check valve backflow prevention assemblies (“DC”) and reduced pressure principle backflow prevention assemblies (“RP”) shall be inspected, tested, and approved under the standards established in the Manual of Cross-Connection Control, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, University Park, Los Angeles, CA. Current Edition.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.910. Where protection is required.

Backflow protection for the City’s potable water supply shall be provided on each water service connection downstream of the water meter but before the structural dwelling to:

(a) Premises having an auxiliary water supply such as recycled or non-potable water systems;

(b) Premises on which any substance is handled in such fashion that could permit entry into the water system. This shall include the handling of process waters and waters originating from the City's distribution system that have been subject to deterioration in sanitary quality;

(c) Premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard. Examples of premises where actual, or potential, health hazards, or conditions will exist include, but are not limited to, the following: sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries, plating works, etc;

(d) Premises that have pressurized equipment installed;

(e) Premises that have landscape where potable water is used to irrigate;

(f) Premises that have fire protection systems installed;

(g) Premises that have internal cross-connections, unless such cross-connections are abated to the satisfaction of the City and approved by the state or local health agency;

(h) Premises having intricate plumbing and piping arrangements or where not all portions of the premises are readily accessible for inspection purposes;

(i) Premises having a repeated history of cross-connections being established or re-established;

(j) Premises being served water through a temporary above ground water service connection;

(k) Premises having a change in customer (either owner or tenant) on any commercial or industrial premise(s) where a backflow prevention assembly is not installed, the new or previous owner or customer shall notify the City immediately. The City will then reassess the level of protection required. Also, any alterations or improvements to existing onsite facilities that may affect the level of protection required must be reported immediately to the City to be evaluated; and,

(l) Premises that meet the definition of high-hazard cross-connection control premise under Appendix D of the Cross-Connection Control Policy Handbook.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.911. Type of protection required.

(a) The type of protection required on potable water services is related to the degree of hazard that exists on the premises as specified in this chapter and Appendix D of the Cross-Connection Control Policy Handbook.

(b) The type of protective device authorized for potable water services is a reduced pressure principle backflow prevention assembly (“RP”). This includes premises that utilize a single potable water service to a dwelling and irrigating landscape.

(c) Premises identified as a high hazard cross-connection control premise shall install a reduced pressure principle backflow prevention assembly (“RP”) or air-gap separation (“AG”), or both. Customers shall comply with any additional requirements or degrees of protection for particular high hazard cross-connections set forth in Appendix D of the Cross-Connection Control Policy Handbook.

(d) Except for low hazard fire protection systems that meet the criteria forth in Cross-Connection Control Policy Handbook section 3.3.2.(e)(3), fire protection systems shall be protected with either double check detector backflow prevention assembly (“DCDA” or “DCDA-type II”) or reduced pressure principle detector backflow prevention assembly (“RPDA” or “RPDA-type II”).

(e) Dedicated service for the sole purpose of irrigating landscape with potable water shall be protected with a reduced pressure principle backflow prevention assembly (“RP”). Pressure vacuum breakers are not allowed to be installed on dedicated irrigation lines.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 4: Inspection, Testing, and Maintenance Requirements

Sec. 6-8.912. Inspection and testing of protective assemblies.

(a) It shall be the duty and the sole responsibility of the applicant, owner, or customer of any premises on which backflow prevention assemblies are installed to have inspections and testing made at least once a calendar year, or more often in those instances where successive inspections indicate repeated failure. All inspections and testing shall be performed by a certified backflow prevention assembly tester that meets all requirements set forth in the State Water Board’s Cross-Connection Control Policy Handbook.

(b) Backflow prevention assemblies shall also be tested immediately after they are installed, relocated or repaired and shall not be placed in service unless they are functioning as designed.

(c) Whenever a backflow prevention assembly tester observes a backflow incident or an unprotected cross-connection at a backflow prevention assembly or prior to the applicant, owner, or customer’s premises, the backflow prevention assembly tester shall notify the City within twenty-four (24) hours. The City shall immediately discontinue water service to the premises and conduct an investigation. Water service shall not be restored until the City receives confirmation of a passing test.

(d) Premises with air-gap separations shall be visually inspected at least annually to determine compliance with this chapter by a person certified as backflow prevention assembly tester or certified cross-connection control specialist pursuant to the State Water Board's Cross-Connection Control Policy Handbook.

(e) From time to time, representatives of any health agency having jurisdiction and/or the City may conduct evaluations of any premises where water service is provided by the City. The purpose of such evaluations is to determine if any actual or potential cross-connections exist, if there are any unapproved uses, and to assess compliance with applicable laws and regulations. applicant, owner, or customer shall provide reasonable cooperation in facilitating such evaluations.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.913. Maintenance of backflow prevention assemblies

(a) The applicant, owner, or customer shall notify the City any time a backflow prevention assembly is repaired, replaced, or relocated.

(b) A backflow prevention assembly shall be repaired or replaced by, and at the sole expense of the applicant, owner, or customer whenever it is found to not function properly as designed. A backflow prevention assembly that fails a test or inspection pursuant to section 6-8.912 must be repaired or replaced within thirty (30) days of notification of the failure.

(c) Records of all tests and repairs shall be maintained by the applicant, owner, or customer and submitted to the City in accordance with section 6-8.918. The City may request records regarding any backflow prevention assemblies on the premises.

(d) A backflow prevention assembly may be removed for repair or replacement, provided that water service is discontinued until repair or replacement is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by the City. A retest shall be performed immediately following the repair or replacement of the assembly.

(e) A backflow prevention assembly may be relocated following confirmation by the City that the relocation will continue to provide the required protection and satisfy installation requirements. A retest shall be performed immediately following the relocation of the assembly before water service is restored.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.914. Replacement of protective assemblies.

Whenever an existing backflow prevention assembly is to be moved from its present location, or when it requires more than minimum maintenance, or when the City finds that the improper maintenance of the assembly constitutes a hazard to health, the

assembly shall be replaced by the owner with a backflow prevention assembly meeting the requirements of this chapter.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 5: Notifications

Sec. 6-8.915. Annual backflow testing notifications.

The City will provide annual testing notifications to an owner or customer's premise as follows:

(a) First Notice. The City will notify the owner or customers when routine backflow prevention assembly testing is needed. The notice will include the date when the test shall be completed by forty-five (45) days after the date of the notice.

(b) Second Notice. A second notice shall be sent to each owner or customer that does not have the backflow prevention assembly tested as prescribed in the first notice within the time allowed. The second notice will give the owner or customer a twenty-one (21) day period to have the backflow prevention assembly tested or take other corrective action.

(c) Notice of Non-compliance. If no action is taken within the 21-day period, then a Notice of Non-compliance will be sent to the owner or customer giving the owner or customer a final ten (10) day period to have the assembly tested or take other corrective action.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.916. Notice to install.

The City shall survey its service area and conduct a hazard assessment as required by Chapter 3, Article 2 of the Cross-Connection Control Policy Handbook. The City shall issue a Notice to Install for all premises assessed and determined to require approved backflow prevention assembly. A backflow prevention assembly shall be installed in accordance with this chapter within ninety (90) days from the date of the Notice to Install.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.917. Notice of violation.

It shall be the applicant, owner, or customer's responsibility to ensure backflow prevention assemblies are installed appropriately and demonstrate the assembly is functioning adequately as designed. Failure to install or demonstrate the proper functioning of backflow prevention assemblies by the due date prescribed in section 6-8.915 or 6-8.916, or re-test based on criteria described in section 6-8.913, shall be considered non-compliant with this chapter. A Notice of Violation shall be issued stating the cause of non-compliance with this chapter, when water services will be discontinued, corrective actions the owner or customer shall take to correct the

deficiency or violation, and administrative fees to restore water service as prescribed in Chapter 8B of Title 6 of the Ontario Municipal Code.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 6: Reporting Requirements

Sec. 6-8.918. Reporting backflow test results.

The City uses a unified cross-connection software system for the management and reporting of backflow prevention assemblies. Test results shall be electronically submitted to the City through an electronic portal by the due date prescribed in Section 6-8.916 or 6-8.917 or when a device has been subjected to the criteria described in Section 6-8.914. Copies of the completed forms shall also be sent to the local health department. The City will maintain records in accordance with Cross-Connection Control Policy Handbook section 3.5.1.

(§ 5, Ord. XXX, eff. April XX, 2025)

Sec. 6-8.919. Reporting of pollution or contamination.

In the event of contamination or pollution of the City's distribution system due to a cross-connection on the premises, the local health officer and City shall be promptly advised by the person responsible for the premise so that appropriate measures may be taken to mitigate the contamination or pollution.

(§ 5, Ord. XXX, eff. April XX, 2025)

Article 7: Administrative Remedies

Sec. 6-8.920. Water service termination.

(a) If the City determines that water uses or conditions encountered represent a clear and immediate hazard to the City's potable water supply that cannot be immediately abated, the City shall institute the procedure for discontinuing water service. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following:

(1) Refusal to install a required backflow prevention assembly.
(2) Refusal to test a backflow prevention assembly.
(3) Refusal to repair a faulty backflow prevention assembly.
(4) Refusal to replace a faulty backflow prevention assembly.
(5) Direct or indirect connection between the City's distribution system and a sewer system.
(6) Unprotected direct or indirect connection between the City's distribution system and a system or equipment containing contaminants.
(7) Unprotected direct or indirect connection between the City's distribution system and an auxiliary water system.

(8) A situation which presents an immediate health hazard to the City's distribution system, as determined by the State Water Board, health agency or the City.

(b) For conditions described in §§ 6-8.921(a)(1)-(4), the City will terminate service to an applicant, owner, or customer's premise(s) if no action is taken within the due date provided in the Notice of Non-Compliance as described in §§ 6-8.915(c). A final Notice of Violation shall be provided to the applicant, owner, or customer, prescribing the necessary actions to comply with this chapter, state, and federal regulatory requirements, and administrative penalties to restore water service. (b)Water service will be terminated and remain turned off until the assembly is tested and passes the test or other corrective action is taken and approved by the City in accordance with this chapter. Administrative fees to restore water service shall be paid in advance of the water being turned on.

(c) For conditions described in §§ 6-8.921(a)(5)-(8), the City will make reasonable effort to advise the applicant, owner, or customer of intent to terminate water service. Then, the City will terminate the water service and lock the service valve in the closed position. Water service will not be reinstated until correction of all violations has been approved by the City. Failure to correct the violations may result in permanent termination of water service in accordance with this chapter.

(§ 5, Ord. XXX, eff. April XX, 2025)

CITY OF ONTARIO *Agenda Report* **March 4, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Charity Hernandez Department: Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 434 NORTH EUCLID AVENUE**

RECOMMENDATION: That the City Council conduct a public hearing and adopt A Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property located at 434 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-363-01 (the Property), is necessary for the Downtown Public Parking Project (the Project).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The deposit necessary to file the Resolution of Necessity for prejudgment possession of the Property is approximately $2,000,000. If approved, additional appropriations will be presented to City Council in a future Fiscal Year 2024-2025 Budget Update for approval.

BACKGROUND & ANALYSIS: The Property consists of 1 (one) parcel located at 434 North Euclid Avenue, as shown on Exhibit 1, for the City of Ontario's Downtown Public Parking Project. The City seeks to acquire a full fee interest in the parcel referenced above.

The City obtained an appraisal of the real estate from Benjamin Balos, MAI, of R.P. Laurain and Associates and made an offer of just compensation to the property owner for the acquisition pursuant to California Government Code section 7267.2. Following standard public records and due diligence searches for ownership information, a notice of the Resolution of Necessity hearing was mailed to the Property owner on January 27, 2025 by regular U.S. Mail.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary for projects after 1) negotiations have stalled; or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages; or 3) the eminent domain process is

necessary to clear title to the property. In this case, an offer of just compensation was made to the owner for the full Fair Market Value, as determined by an independent appraisal. City Staff attempted to acquire the property voluntarily and in good faith, and will continue to do so throughout the process.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The Property affected by the proposed acquisition is located within the City of Ontario, at 434 North Euclid Avenue, Ontario, California 91764.

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition property owned by Faisal Afsari and Nusrat Afsari.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

The notice of hearing was mailed on January 27, 2025 by first class mail to the property owner in accordance with Section 1245.235 of the California Code of Civil Procedure.

The above four required findings are addressed as follows:

The Public Interest and Necessity Require the Proposed Project

The City's robust redevelopment activities have gained momentum over the last few years with the development of a new mixed-use project on corner of Euclid Avenue and C Street to the adaptive reuse of the former Bank of Italy building at 200 North Euclid into a multi-tenant restaurant building. The next significant project is slated to break ground on the northeast corner of Euclid Avenue and D Street in 2025. This project will displace over 200 surface public parking spaces in Downtown which will negatively impact local businesses, the University of La Verne, City Hall and other uses in the Civic Center area.

The Project is Planned or Located in a Manner That Will be Most Compatible With the Greatest Public Good and the Least Private Injury

The proposed Project will indirectly support the creation of additional housing units in the Downtown as well as the Civic Center expansion. This project will assist by providing ample access and parking for employees and the public as part of the City of Ontario’s Downtown Public Parking Project. This Project supports the City Council’s goals and objectives. The Property to be acquired is best suited for the Project and will cause the least private injury. To move this Project elsewhere would require significant land use policy changes, cause a greater impact to local property owners, and would effectively be cost prohibitive.

The Real Property to be Acquired is Necessary for the Proposed Project

The Property affected by the proposed acquisition is located within the City of Ontario, at 434 North Euclid Avenue, Ontario, CA 91764, Assessors Parcel No. 1048-363-01 (owned by Faisal Afsari and Nusrat Afsari). The property is necessary for the Downtown Public Parking Project.

The Offer of Just Compensation Has Been Made

An appraisal was prepared by Benjamin Balos, MAI, of R.P. Laurain and Associates, to establish the Fair Market Value of the fee interest the City is seeking to acquire. An offer of just compensation was made to the record owner to purchase the fee interest in the Property to be acquired, as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although a negotiated settlement may still be possible for the fee interest cited above, it would be appropriate to commence the procedures to acquire the fee interest through eminent domain.

ENVIRONMENTAL ANALYSIS: Pursuant to the State of California Environmental Quality Act Guidelines Section 15183 there has been compliance by the City with the requirements of the California Environmental Quality Act.

EXHIBIT “1”

434 NORTH EUCLID AVENUE



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RESOLUTION NO. _____

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 434 NORTH EUCLID AVENUE IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 1048-363-01, FOR THE ONTARIO DOWNTOWN PUBLIC PARKING PROJECT, ONTARIO, CALIFORNIA.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, a fee simple interest in certain real property located at 434 North Euclid Avenue, in the City of Ontario, County of San Bernardino, California, more particularly described as Assessor Parcel Number 1048-363-01, for the Ontario Downtown Public Parking Project. This new public parking garage is designed to provide approximately 400 parking spaces for both public and City use. The garage will be accessible via drive aisles connected to E Street and Lemon Avenue; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, March 4, 2025, at 6:30 p.m., at the Ontario City Hall, Council Chambers, 303 East “B” Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. **Compliance with California Code of Civil Procedure and California Environmental Quality Act.** There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and the California Environmental Quality Act.

SECTION 2. **Public Use.** The public use of the real property interest to be acquired is to provide ample access and parking for employees and the public as part of the City of Ontario’s Downtown Public Parking Project, located in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code

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authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. **Description of Property**. Attached and marked as Exhibit A is the legal definition, descriptions and depictions of the real property to be acquired by the City, which describes the general location and extent of the properties to be acquired with sufficient detail for reasonable identification.

SECTION 4. **Findings.** The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The fee simple interest described in Exhibit A is necessary for the proposed project;

(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. **Use Not Unreasonably Interfering with Existing Public Use:** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the fee interest subject to such existing public use(s) pursuant to Section 1240.510 of the California Code of Civil Procedure.

SECTION 6. **More Necessary Public Use.** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to Section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. **Further Activities.** Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to

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institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property.

SECTION 8. **Effective Date.** This Resolution shall take effect upon adoption.

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

PASSED, APPROVED, AND ADOPTED this 18th day of February, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held February 18, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held February 18, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

LEGAL DEFINITION
City of Ontario
Ontario Downtown Public Parking Project
As to Assessor Parcel Number 1048-363-01

"Fee," also known as fee simple or fee simple absolute, grants to the City of Ontario absolute ownership in the property to be acquired.

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 1048-363-01-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST 78 FEET OF LOTS 4 AND 5, BLOCK 20, TOWN OF ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF LOT 6, BLOCK 20 OF SAID TOWN OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

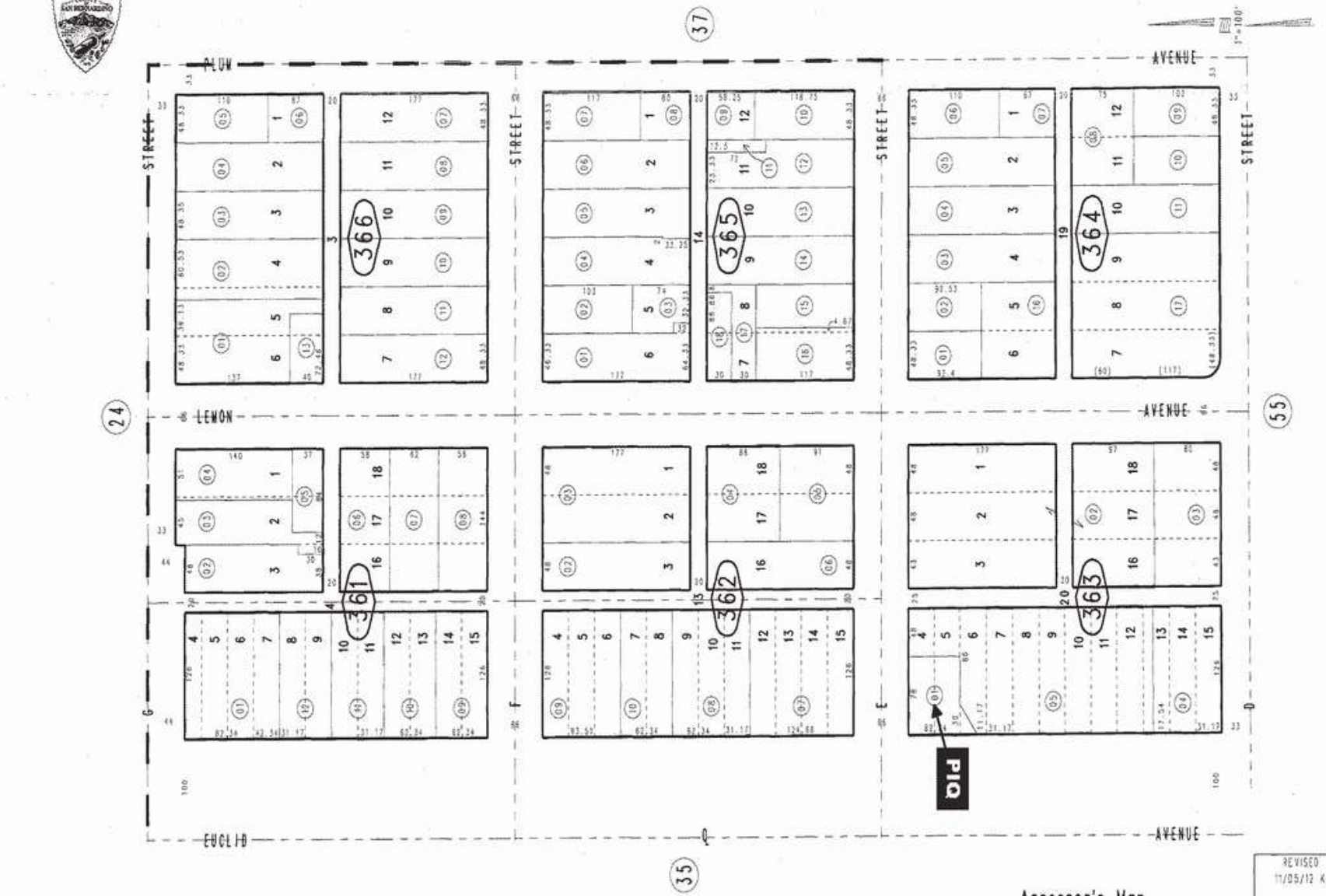
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 20 AND RUNNING EASTERLY AS DISTANCE OF 30 FEET ALONG THE NORTHERLY BOUNDARY LINE OF LOT 6 OF SAID BLOCK; THENCE SOUTHWESTERLY TO A POINT ON THE WESTERLY BOUNDARY LINE OF LOT 6, BLOCK 20, WHICH IS 20 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6, BLOCK 20; THENCE NORTHERLY, A DISTANCE OF 20 FEET ALONG THE WEST BOUNDARY OF SAID LOT 6 TO THE POINT OF BEGINNING.

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Town of Ontario
M.B. 9/43

City of Ontario
Tax Rate Area
4051

1048 - 36



Ptn. S.E.1/4, Sec.19
T.1S.,R.7W.

Assessor's Map
Book 1048 Page 36
San Bernardino County

REVISED
11/05/12 KA

October 2004