CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JULY 1, 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
Unite Here Local 11 v. City of Ontario, Case No. CIVSB2514995
ATTACHMENT: 20250701 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Porada

INVOCATION

Senior Pastor Gresford A. Thomas, Ontario Seventh-day Adventist Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

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

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of June 3, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20250603 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills May 31, 2025 through June 12, 2025, and Payroll May 18, 2025 through May 31, 2025.

3. PROFESSIONAL SERVICES AGREEMENTS WITH HARRIS AND ASSOCIATES AND TRANSTECH ENGINEERS, INC. FOR ON-CALL ENGINEERING PLAN CHECKING SERVICES

That the City Council authorize the City Manager, or his designee, to execute a three-year On Call Professional Services Agreements with two firms specializing in providing consulting services related to engineering plan checking; and authorize the City Manager, or his designee, to extend the agreements for up to two additional one-year periods. In no event shall the proposed agreements with each firm, exceed $3,000,000 over a three-year period. The City may choose to extend each agreement for up to two additional one-year terms in the amount of $1,000,000 per year for a total not-to-exceed contract amount of $5,000,000 per agreement.

ATTACHMENT: HarrisAndAssoc_Contract.pdf
ATTACHMENT: Transtech_Contract.pdf

4. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL PARCEL MAP NO. 20376 LOCATED ON THE NORTHWEST CORNER OF WEST SPRUCE COURT AND SOUTH OAKS AVENUE

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Parcel Map No. 20376, located on the northwest corner of West Spruce Court and South Oaks Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20376 LOCATED ON THE NORTHWEST CORNER OF WEST SPRUCE COURT AND SOUTH OAKS AVENUE.

ATTACHMENT: 20250701 PM-20376^01 EXH A.pdf
ATTACHMENT: 20250701 PM-20376 02^RESO^RM
ATTACHMENT: 20250701 PM-20376^03 SIA.pdf

5. A CONSTRUCTION CONTRACT WITH ELECNOR BELCO ELECTRIC, INC. FOR THE TRAFFIC SIGNAL SYSTEM AND TRAFFIC SIGNAL MODIFICATION IMPROVEMENTS PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Elecnor Belco Electric, Inc. of Chino, California, for the construction of a traffic signal system at San Antonio Avenue at Francis Street and traffic signal modifications at Campus Avenue at Mission Boulevard and Sultana Avenue at Mission Boulevard Project in the amount of $2,034,197 plus a 10% contingency of $203,420 for a total not-to-exceed contract amount of $2,237,617; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all

construction-related activities.

ATTACHMENT: 02_Contract.pdf

6. A QUITCLAIM DEED AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20562 LOCATED ON THE SOUTHEAST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Quitclaim Deed to SL Ontario Development Company, LLC for fee title ownership of land previously granted to the City in fee; and
B. That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20562, located on the southeast corner of Haven Avenue and Eucalyptus Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20562 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE.

ATTACHMENT: 20250701 TM-20562^01 EXH A.pdf
ATTACHMENT: 20250701 TM-20562 02^RESO^RM
ATTACHMENT: 20250701 TM-20562^03 SIA.pdf

7. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc., of Alviso, California, to provide maintenance services for the City's traffic signals and traffic signal system in the amount of $2,385,000 increasing the total not-to-exceed contract amount from $2,115,000 to $4,500,000 and authorize the City Manager, or his designee, to execute future amendments within the authorization limits.

ATTACHMENT: Amendment_No._2.doc

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

That the City Council adopt a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations and placing assessments on the San Bernardino County Tax Rolls.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES AND RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS

OF THE MUNICIPAL CODE

ATTACHMENT: 20250701 Comm Imp Special Assessments for County Tax Rolls 01^RESO^RM.docx
ATTACHMENT: 20250701_Special Assessments^02 - Exhibit A.pdf
ATTACHMENT: 20250701_Special Assessments^03 - Exhibit B.pdf
ATTACHMENT: 20250701_Special Assessments^04 - Exhibit C.pdf

9. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALTEK TECHNOLOGIES, INC., FOR LOW-VOLTAGE CABLING AND EQUIPMENT INSTALLATION

That the City Council authorize the City Manager, or designee, to execute Amendment No. 8 to the Professional Services Agreement with CalTek Technologies, Inc., of Ontario, CA, for low-voltage cabling, to increase the authorized amount by $78,499, for a total not-to-exceed contract amount of $625,732.

ATTACHMENT: CalTek Technologies, Inc Amendment No. 8.pdf

10. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA24-004) BETWEEN THE CITY OF ONTARIO, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC

That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA24-004) between the City of Ontario, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA24-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20724 (FILE NO. PMTT24-005) LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE, WITHIN PLANNING AREA 33 OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005). (APNS: 1073-171-05, 1073-171-06, 1073-171-07).

ATTACHMENT: File No. PDA24-004_Richland Ontario Developers LLC^01^EXH A&B.pdf
ATTACHMENT: File No. PDA24-004 Richland Ontario Developers LLC 02^ORD^RM
ATTACHMENT: File No. PDA24-004_Richland Ontario Developers LLC^03^DEV^AGR.docx

11. A GOODS AND SERVICES AGREEMENT WITH WASTEBUILT ENVIRONMENTAL SOLUTIONS AS AN AUTHORIZED SUPPLIER FOR FLEET REFUSE TRUCK PARTS AND SERVICE

That the City Council take the following actions:

A. Authorize Wastebuilt Environmental Solutions, LLC, of Charlotte, North Carolina, as an authorized supplier for current and future purchases of parts and repair services for the City of Ontario fleet refuse trucks; and

B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Wastebuilt Environmental Solutions, LLC, of Charlotte, North Carolina, for a total not-to-exceed amount of $1,800,000 over a three-year term and authorize the option to extend the Agreement for up to two (2) additional one-year terms for a total not-to-exceed amount of $3,000,000.

ATTACHMENT: Goods & Services Agreement.pdf

12. GOODS AND SERVICES AGREEMENTS WITH CITRUS MOTORS AND FORD OF UPLAND FOR FORD ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND SERVICES

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Citrus Motors, of Ontario, California, for the purchase and delivery of Ford Original Equipment Manufacturer (OEM) parts and services in the amount not-to-exceed $1,140,000 and authorize the option to extend the Agreement for two additional one-year terms, consistent with the terms and conditions of the Sourcewell Contract #080124-FMC; and

B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Ford of Upland, of Upland, California, for the purchase of Ford OEM parts and services in the amount not-to-exceed $588,000 and authorize the option to extend the Agreement for two additional one-year terms, consistent with the terms and conditions of the Sourcewell Contract #080124-FMC.

ATTACHMENT: Citrus Motors Model Goods and Services Agreement.pdf
ATTACHMENT: Ford Contract 080124.pdf
ATTACHMENT: Revised_Ford of Upland Model Goods and Services Agreement Draft_MR_2025.pdf

13. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. FOR STAND-BY GENERATOR MAINTENANCE SERVICES AND REPAIRS

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Maintenance Services Agreement with Global Power Group, Inc., of Lakeside, California, for Stand-by Generator Maintenance Services and Repairs in the amount of $365,221 plus a contingency of $300,000. This Amendment increases the contract amount from $375,600 to $740,821 and increases the contingency from $150,000 to $450,000 for a total not-to-exceed amount of $1,190,821 over the five-year term.

ATTACHMENT: Global Power Group, Inc. -_Amendment No.1.pdf

14. PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CONSULTING SERVICES RELATED TO ENVIRONMENTAL, ARCHITECTURE AND URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES

That the City Council authorize the City Manager, or designee, to execute three-year On-Call Professional Services Agreements with six firms specializing in providing consulting services related to environmental, architecture and urban design, and landscape architecture services;

and authorize the City Manager, or designee, to extend the agreements for up to two additional one-year periods. In no event shall the proposed agreements with each firm, exceed $500,000 over a three-year period.

ATTACHMENT: Kimley-Horn and Assoc. PSA- Letterhead.pdf
ATTACHMENT: MIG, Inc. PSA- Letterhead.pdf
ATTACHMENT: Placeworks PSA- Letterhead.pdf
ATTACHMENT: Psomas PSA- Letterhead.pdf
ATTACHMENT: Ruth Villalobos PSA- Letterhead.pdf
ATTACHMENT: T&B PSA- Letterhead.pdf

15. APPROVAL OF GOODS AND SERVICES AGREEMENT FOR MERIDIAN BARRIERS FROM MERIDIAN RAPID DEFENSE GROUP

That the City Council authorize the City Manager or his designee to execute all documents necessary for the purchase of meridian barriers in the amount of $600,000 from Meridian Rapid Defense Group of Pasadena, California.

ATTACHMENT: 2. Agreement Meridian.pdf

16. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE ONTARIO POLICE DEPARTMENT BUILDING SECURITY PROJECT

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 6 to the Maintenance Services Agreement with Convergint Technologies, LLC, of La Palma, California, increasing the authorized contract amount for the Ontario Police Department building security project for a total not-to-exceed amount of $4,390,136.

ATTACHMENT: Amendment No. 6 _ 06.12.2025.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
July 1, 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
  Unite Here Local 11 v. City of Ontario, Case No. CIVSB2514995

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JUNE 3, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, June 3, 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 5:32 p.m.

ROLL CALL

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

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 5:34 p.m. for discussion of the following:

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs: 0216-174-06, 0216-174-07, 0216-174-08, 0216-174-15, 0218-121-04, 0218-121-05, 0218-122-04, 0218-122-10, 0218-131-04; 8775 East Riverside Drive, 0 South Vineyard Avenue, 8919 East Chino Avenue, 8931 East Chino Avenue, 9141 East Chino Avenue, 0 East Chino Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: B and G Hay Company, Bekendam Family Trust, Link Real Estate, Inc, American Superior Land, LLC, Bidart Family Trust, Ronald and Kristine Peitersma Family Trust, San Bernardino County Flood Control District; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-564-06, 1048-564-05, 1048-564-04, 1048-564-03, 121-143 North Euclid Avenue. City/Authority negotiator: City City Manager or his designee. Negotiating party: LAB-CO, LLC. Under negotiation: Price and Terms.

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

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:30 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

INVOCATION

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

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

PUBLIC COMMENT

Assistant City Clerk Isbell announced that there was one written communication:
Lory Masonis, regarding Item No. 4 of the consent calendar.

Mayor Leon called upon the first speaker:
Tina Silva, gave a land acknowledgement.
Chris Robles, spoke regarding budget and the use of the consent calendar.
Terri Carver, spoke regarding a trap, neuter and release program.
Tommy Mushegan, spoke on replacement of the American flag in public areas.
Celia Aguilar, spoke regarding various water leaks throughout the City.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

CONSENT CALENDAR

Public Comment:
Chris Robles made comments on items placed on the consent calendar.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote of 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 May 6, 2025, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills May 2, 2025 through May 15, 2025, in the amount of $22,244,590.91, and Payroll April 20, 2025 through May 3, 2025 in the amount of $5,648,635.13.

3. A CONSTRUCTION CONTRACT WITH OUTSOURCE UTILITY CONTRACTOR, LLC FOR THE FISCAL YEAR 2024-25 CDBG AND CIP STREET LIGHT INSTALLATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Construction Contract with Outsource Utility Contractor, LLC, of Torrance, California, for the Fiscal Year 2024-25 CDBG and CIP Street Light Installation Project in the amount of $344,900 plus a 10% contingency of $34,490 for a total not-to-exceed contract amount of $379,390; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but are not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

4. A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

The City Council adopted a Resolution approving the Fiscal Year 2025-26 Project List for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

RESOLUTION NO. 2025-046 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

5. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20659 GENERALLY LOCATED ON WEST FIFTH STREET BETWEEN BENSON AVENUE AND MOUNTAIN AVENUE

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20659, generally located on West Fifth Street between Benson Avenue and Mountain Avenue.

RESOLUTION NO. 2025-047 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20659 GENERALLY LOCATED ON WEST FIFTH STREET BETWEEN BENSON AVENUE AND MOUNTAIN AVENUE.

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

The City Council adopted an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 75 (Springhill). First reading and introduction took place at a regular meeting of the City Council on May 20, 2025.

ORDINANCE NO. 3306 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL).

7. AN AMENDMENT TO THE INLAND VALLEY HUMANE SOCIETY & SPCA CONTRACT AND APPROVAL TO ADMIT THE CITY OF CHINO HILLS AS A MEMBER AGENCY IN THE ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE

The City Council took the following actions:

A. Authorized the City Manager, or designee, to execute Amendment No.1 to the Inland Valley Humane Society & SPCA contract; and
B. Approved the admission of the City of Chino Hills to the Animal Resource Center of the Inland Empire.

8. ACCEPT A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 74 (REMINGTON APG LLC) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

The City Council considered and:

A. Accepted a written petition from Remington APG LLC ("Landowners"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982; and
B. Adopted a Resolution of Intention to establish City of Ontario Community Facilities District No. 74 (Remington APG LLC), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, July 15, 2025.

RESOLUTION NO. 2025-048 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 74 (REMINGTON APG LLC SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

9. A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED CITY'S CORPORATE YARD

The City Council authorized the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., of Riverside, in the amount of $411,200, plus a 10% contingency of $41,120, for a total authorized expenditure of $452,320 to prepare an Environmental Impact Report (EIR) for the proposed City's Corporate Yard at 2200 E. Philadelphia Street.

10. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RONALD IVIE FOR BROADBAND STRATEGY, DEVELOPMENT, AND OPERATIONS SUPPORT CONSULTING SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Ronald Ivie to increase the authorized contract amount by $180,000, for a revised total not-to-exceed amount of $1,260,000.

11. A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH SLS PROPERTY SOLUTIONS, INC. FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENT

The City Council authorized Change Order #2 to the construction agreement with SLS Property Solutions Inc. of Santa Ana, CA for emergency board ups and abatements, extending the term of the agreement by one (1) additional year and increasing the total not-to-exceed amount to $550,000 for the term of the agreement; and authorized the City Manager, or his designee, to execute said Agreement and future change orders within authorization limits.

12. A PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC., TO PROVIDE PLANNING AND ENVIRONMENTAL CONSULTING SERVICES FOR A GENERAL PLAN AMENDMENT (TECHNICAL AMENDMENT) TO THE ONTARIO PLAN

The City Council authorized the City Manager to execute a Professional Services Agreement with PlaceWorks, Inc., of Santa Ana, in the amount of $183,740, plus an 8% contingency of $14,699, for a total authorized expenditure of $198,439 to prepare a technical amendment to The Ontario Plan Policy Plan (General Plan) and an Addendum to The Ontario Plan (2050) Supplemental Environmental Impact Report to streamline future development and comply with legislative mandates.

13. A PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC., TO PROVIDE PLANNING AND ENVIRONMENTAL CONSULTING SERVICES FOR A GENERAL PLAN AMENDMENT (POLICY PLAN AMENDMENT) TO THE ONTARIO PLAN

The City Council authorized the City Manager to execute a Professional Services Agreement with PlaceWorks, Inc., of Santa Ana, in the amount of $1,083,809, plus a 10% contingency of $108,381, for a total authorized expenditure of $1,192,190 to prepare an amendment to The Ontario Plan Policy Plan (General Plan) and a Supplemental Environmental Impact Report to streamline future development and comply with legislative mandates.

14. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CAL BUILDING SYSTEMS, INC. FOR SPRINKLER AND HOOD SUPPRESSION MAINTENANCE AND REPAIR SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 3 to the Maintenance Services Agreement with Cal Building Systems, Inc., of Yorba Linda, California, for sprinkler and hood suppression maintenance and repair services in the amount of $40,000. This amendment increases the contract amount from $236,221 to $276,221 and raises the total authorized not-to-exceed amount from $266,221 to $306,221.

15. A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. FOR AMERICANS WITH DISABILITIES ACT (ADA) CONCRETE RAMP CONSTRUCTION SERVICES

The City Council authorized the City Manager, or his designee, to execute a one year Construction Contract with CT&T Concrete Paving, Inc., of Diamond Bar, California, for Americans with Disabilities Act (ADA) concrete ramp construction services for a total not-to-exceed contract amount of $175,000.

16. A MAINTENANCE SERVICES AGREEMENT WITH TOWO ENTERPRISE, INC. FOR CITYWIDE CONCRETE REPAIR AND MAINTENANCE SERVICES

The City Council authorized the City Manager, or his designee, to execute a Maintenance Services Agreement with Towo Enterprise, Inc., of Fullerton, California, for citywide concrete repair and maintenance services. The agreement shall have an initial term of three (3) years, with a total amount not-to-exceed $4,065,000, and included up to two (2) additional one-year extensions, for a total contract amount not-to-exceed $6,775,000 over a maximum term of five (5) years.

17. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAN/AM TECHNOLOGIES, INC. FOR CASHIERING SERVICES-ARC CHAMELEON TELLER INTEGRATION

The City Council authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Can/Am

Technologies, Inc., to provide enterprise cashiering software, licensing, and support services for the integration of the Animal Resource Center of the Inland Empire (ARC) Chameleon Teller system in the amount of $23,530 increasing the not-to-exceed contract amount to $570,680 and extend the agreement term by one year.

18. A CONSTRUCTION CONTRACT WITH PAVEMENT RECYCLING SYSTEMS FOR CITYWIDE ASPHALT GRINDING SERVICES

The City Council authorized the City Manager, or his designee, to execute a Construction Contract with Pavement Recycling Systems, of Jurupa Valley, California, for citywide asphalt grinding services for a total contract amount not-to-exceed $1,233,000 for five (5) years.

19. A MAINTENANCE SERVICES AGREEMENT WITH SAFE USA, INC. FOR CITYWIDE CRACK SEALING SERVICES

The City Council authorized the City Manager, or their designee, to execute a Maintenance Services Agreement with Safe USA, Inc., of Ontario, California, for citywide crack sealing services. The agreement shall have an initial term of three (3) years, with a total amount not-to-exceed $396,000, and included up to two (2) additional one-year extensions, for a total contract amount not-to-exceed $681,000 over a maximum term of five (5) years.

20. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS WITH STOEL RIVES LLP FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER MATTERS

The City Council approved and authorized the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Stoel Rives LLP of Sacramento, California, for legal and technical services relating to water supply and water rights in the amount of $120,000 for a total not-to-exceed amount of $834,000, and to extend the term until June 30, 2027.

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

The City Council adopted an Ordinance Approving a Development Agreement (File No. PDA23-006) between the City of Ontario, Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC. First reading and introduction took place at a regular meeting of the City Council on May 20, 2025.

ORDINANCE NO. 3307 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA23-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC, TO ESTABLISH THE TERMS AND

CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20685 (FILE NO. PMTT23-004), LOCATED AT THE NORTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREAS 3C, 5A AND 5C (LIGHT INDUSTRIAL DISTRICT AND OPEN SPACE – NON RECREATION) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 218-016-22 AND 218-211-42

22. AUTHORIZATION TO ISSUE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES TO EVALUATE THE FEASIBILITY OF WASTEWATER AND RECYCLED WATER SERVICE ALTERNATIVES

The City Council authorized the City Manager, or designee, to issue a Request for Qualifications (RFQ) to solicit proposals from qualified firms to evaluate the feasibility of wastewater and recycled water service alternatives.

23. AUTHORIZE THE RENEWAL OF THE CITY'S ENTERPRISE RESOURCE PLANNING SOFTWARE, WORKDAY, INC.

The City Council authorized the City Manager, or his designee, to execute the renewal to the Master Subscription Agreement (MSA) with Workday, Inc. of Pleasanton, CA, for licensing and maintenance, for a total amount of $12,931,493. Additionally, authorized a 15% contingency amount of $1,939,724 to accommodate annual renewals for two testing and development environments, as well as any unforeseen modules. The total authorization for this agreement amounts to $14,871,217 over a ten-year term.

PUBLIC HEARINGS

24. A RESOLUTION APPROVING PURSUANT TO CEQA FINDINGS AS TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DOWNTOWN CIVIC CENTER PLANNED UNIT DEVELOPMENT (SCH NO. 2004051155) AS PREVIOUSLY AMENDED, A DISPOSITION AND DEVELOPMENT AGREEMENT AND LOAN AGREEMENT BETWEEN THE CITY OF ONTARIO AND A BLOCK, LLC FOR THE ADAPTIVE REUSE OF HISTORIC PROPERTY AND NEW DEVELOPMENT LOCATED AT THE 100 BLOCK OF NORTH EUCLID AVENUE; ACCEPTING THE ECONOMIC OPPORTUNITY STATUTE (GOVT CODE SECTION 52220 ET. SEQ) REPORT AND MAKING RELATED FINDINGS AUTHORIZING THE SALE OF THE PROPERTIES

A. The City Council adopted a Resolution approving the Disposition and Development Agreement between the City of Ontario and A Block, LLC; approving a Construction Loan Agreement between the City of Ontario and A Block, LLC; approving, as amended, the certified Downtown Civic Center Planned Unit Development Environmental Impact Report (SCH No. 2004051155) findings; and
B. Authorized the City Manager, or his designee, to sign all documents necessary to implement the Disposition and Development Agreement and

Loan Agreement.

RESOLUTION NO. 2025-049 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO CEQA FINDINGS AS TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DOWNTOWN CIVIC CENTER PLANNED UNIT DEVELOPMENT (SCH NO. 2004051155) AS PREVIOUSLY AMENDED, THE DISPOSITION AND DEVELOPMENT AGREEMENT AND LOAN AGREEMENT BETWEEN THE CITY OF ONTARIO AND A BLOCK, LLC FOR THE ADAPTIVE REUSE OF HISTORIC PROPERTY AND NEW DEVELOPMENT LOCATED AT THE 100 BLOCK OF NORTH EUCLID AVENUE; ACCEPTING THE ECONOMIC OPPORTUNITY STATUTE (GOVT CODE SECTION 52220 ET. SEQ) REPORT AND MAKING RELATED FINDINGS AUTHORIZING THE SALE OF THE PROPERTIES.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

Tommy Mushegan spoke in opposition.

Hearing no one else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution No. 2025-049.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

Council Member Porada encouraged residents to use the MyOntario application.

Mayor pro Tem Wapner made no comments.

Council Member Bowman made no comments.

Council Member Macias made no comments.

Mayor Leon announced the Animal Resource Center of the Inland Empire and the Wednesday night concerts in the park.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 6:57 p.m., and announced the next regular meeting was scheduled for June 17, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Bryan Lirley Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS WITH HARRIS AND ASSOCIATES AND TRANSTECH ENGINEERS, INC. FOR ON-CALL ENGINEERING PLAN CHECKING SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a three-year On Call Professional Services Agreements with two firms specializing in providing consulting services related to engineering plan checking; and authorize the City Manager, or his designee, to extend the agreements for up to two additional one-year periods. In no event shall the proposed agreements with each firm, exceed $3,000,000 over a three-year period. The City may choose to extend each agreement for up to two additional one-year terms in the amount of $1,000,000 per year for a total not-to-exceed contract amount of $5,000,000 per agreement.

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

FISCAL IMPACT: The proposed Professional Services Agreement with the two firms is for $1,000,000 per year, for a total not-to-exceed amount of $3,000,000, per agreement. The City may extend each agreement for up to two additional one-year terms in the amount of $1,000,000 per year for a total not-to-exceed contract amount of $5,000,000 per agreement. The 2025-26 Fiscal Year Adopted Budget includes appropriations in the General Fund for on-call engineering plan check services.

BACKGROUND & ANALYSIS: Due to the volume of development projects within the City and the unpredictable timing of plan submittals, consultant plan checking services are required on an as-needed basis to supplement the City's in-house plan checking services in order to maintain the City's plan check review schedule commitment. Based on the quantity of development and plan checking services, City Staff has determined the need for two firms.

In October 2024, the City issued a Request for Proposals (RFP) for Invitation No. 1855 for consultant engineering plan check services for development projects from the following qualified firms:

COMPANY	LOCATION
Harris and Associates	Irvine, CA
Transtech Engineers, Inc.	Chino, CA
Allard Engineering	Fontana, CA
Bureau Veritas	Irvine, CA
GHD	Irvine, CA
HR Green	Corona, CA
Ladayu	Palos Verdes Estates, CA
Lockwood Andrews	Orange, CA
Sickand Engineering	Sherman Oaks, CA
TKE Engineering	Riverside, CA

Using a qualifications-based selection process, a panel of City Staff reviewed the proposals and Harris and Associates and Transtech Engineers, Inc. have been determined to be the most qualified firms. They are being recommended based on their broad range of expertise, as demonstrated by their services provided to municipal agencies, favorable reference checks, and capability to perform the work in a timely manner.

While the solicitation process has since expired by its own terms, because it is unlikely that market or other conditions have changed in the interim, it remains valid for the purposes of an award.

CITY OF ONTARIO
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(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 **Harris & Associates** a **California Corporation** with its principal place of business at **22 Executive Park, Suite 200, Irvine, CA** ("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 **Professional Engineering Plan Check** 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 **Professional Engineering Plan Check 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. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering plan check** 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 **July 1, 2025,** to **June 30, 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.** 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 **three million dollars ($3,000,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of

this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Ehab Georges, Vice President.**

3.3.5 City's Representative. The City hereby designates **City 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 **Marcus Fuller, PE, PLS, MPA, Vice President** 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: Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614

ATTN: Marcus Fuller, PE, PLS, MPA

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Bryan Lirley, PE, Assistant City Engineer

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
Harris & Associates

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Harris & Associates

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

Section 1 – Subdivision Maps and Legal Documents - Lot Line Adjustment, Easement Documents (e.g. right-of-way dedication/public utility), Certificate of Compliance, Certificate of Correction, Summary/General Vacation, Quitclaim

1. **Subdivision Map Checking and Legal Documents**

   Subdivision maps, including parcel and final tract maps, shall be checked to assure compliance with applicable provisions of the State Subdivision Map Act, Land Surveyor's Act, City's Municipal Code, Conditions of Approval and other City requirements, and all other applicable state statutes and local ordinances. Map check and legal document services will include, but not be limited to review for compliance of the following:

   a. Review of map sheets for centerline control, lot closure calculations, mathematical accuracy, surveyor notes and symbols, monumentation per City Standards, and survey procedures.
   b. Review of boundary retracement procedures and title reports.
   c. Review of format statements and certificates.
   d. Monitoring of coordination response to Civil Engineers / Land Surveyors.
   e. Technical review of the legal and plat of Legal Documents
   f. Conformance to City's preferred format and layout.
   g. Conformance to City's Subdivision Map and Legal Documents Review Checklist

- **Please note: City of Ontario will be working to increase subdivision mapping fees subject to an upcoming user fee study. Consultant fee shall be based on current City fee schedule. City plan check fee covers review until approved.**

2. **City Surveyor Services**

   Upon completion of the map check review, sign and stamp final maps as being technically correct.

Section 2 – Civil Engineering Design Plans

1. **Improvement Plan Checking**

   Improvement plans for facilities to be offered to the City for dedication, in conjunction with the land development process, shall be checked by the consultant. The plans shall be thoroughly reviewed to assure that facilities conform to City standards,

applicable conditions of approval for the project, or tentative subdivision maps and that good engineering practices are observed.

Plan check for civil engineering design plans which includes, but is not limited to: street, sewer, water, recycled water, storm drain, fiber optic, grading, erosion control, signing and striping, street lighting, traffic signal, traffic control and all related engineering studies, including hydrology and hydraulics, WQMP, soils, water and sewer studies. Plan check services will include, but not limited to, the following:

a. Compliance with applicable provisions of the City of Ontario's standards and local Civil Engineering industry design standards and conformance to all local ordinances, policies and procedures.
b. Compliance with applicable Specific Plan and Community Plan design requirements.
c. Review of engineering design principals and requirements, which includes plan check of cross section and profiles, right of way lines, construction limits and center line control.
d. Review of special studies including, but not limited to, drainage, water quality, geotechnical, structural (including but not limited to structural analysis of bridge structures), traffic studies, water, sewer and recycled water hydraulic studies. The studies will be checked to assure they are conceptually sound and meet City, County and State Standards.
e. Storm drain plans will be checked against hydrology and hydraulic calculations to verify their design accuracy as required by City Standards and coordinated with the City's Storm Drain Master Plan for the design of master planned lines.
f. Sewer plans shall be coordinated with the City's Sewer Master Plan for design of master planned lines and related sewer hydraulic study, if applicable.
g. Water and Recycled Water plans shall be coordinated with the City's Water and Recycled Water Master Plan for design of master planned lines and related water hydraulic study, if applicable.
h. Review of format, which includes plan check of general notes, construction notes, drawing and utility legends, bench mark basis of bearings, construction quantities, vicinity map, location map, standard sheet and title block, north arrow, etc.
i. Recommendation of accurate construction quantities and engineering's cost estimate for bonding purposes.
j. Conformance to City's preferred format and ability to accommodate electronic PC submittals.
k. Visit project sites during plan check as site conditions can change during review.

l. Plan checks must be completed using Bluebeam software with occasional hardcopy review.
m. Review material submittals in accordance with City Standards and Equivalent Materials List once plans are approved.

Section 3 – Coordination

Monitor, respond and coordinate with City Land Development Staff for map and plan check status. Additionally, attend coordination meetings with staff, as required. Prepare written recommendation for approval of the subdivision maps and project plans after completion of review process. Coordination shall include, but not be limited to:

a. Attend weekly plan check status / coordination meetings with City Staff.
b. Attend regularly scheduled Developer Coordination meetings as requested by City Staff.
c. Review with City staff at first plan check, before approval, and at any major scope changes throughout as determined by consultant or City.
d. Prepare and maintain plan check files for transmittal to City at the completion of the plan check.
e. Provide a pdf copy of redlined plans to City at the completion of each plan check.
f. Schedule meeting with City staff, Engineer of Record and developer/owner after 3rd review if plans are not approved.
g. Follow up with City Staff on field construction problems discovered during construction including the review of plan revisions.
h. Provide an agenda and minutes for every meeting attended.
i. Plan checking staff shall be required to be at City Hall at least twice per week. Plan checking staff shall be designated. More visits and Microsoft Teams meetings may be required depending on City needs.
j. Provide a designated QC lead for water, sewer, and recycled water reviews with OMUC.
k. Provide city staff weekly ACCELA updates

Section 4 – Supplemental Services

Please note that the following services listed below may be needed on a non-regular basis. Requested hourly rates should address these optional services. City Surveyor Services shall be paid on a lump sum basis for each document to be signed and stamped. The fee schedule shall include line items for these services. Representative staff resumes shall be included for consideration.

1. **Extension of Land Development Division and OMUC Staff** – Provide Project Engineer and Senior Project Engineer staff level to support Engineering Department and OMUC staff in the design, review, coordination, and management of municipal and development projects. Duties and responsibilities shall include the design and/or review of projects from the application through development of conditions, through plan checking, construction, and bond release.

   These positions shall function from the City offices and work under the direction of City Staff. The Project Engineer position(s) shall have a minimum of 3 to 4 years applicable experience with an EIT. The Senior Engineer position shall have a minimum of 7 to 10 years applicable experience and must be a registered Civil Engineer in the State of California.

2. **Field Surveying Services** – Provide field surveying services to set or reset survey monuments which may have been damaged and /or displaced during construction of Development Projects. Additionally, file associated corner records with the County Surveyor's Office as required by applicable laws.

3. **Field Inspection Services** – Provide field inspection services to inspect construction of public improvements related to development projects. Improvement plans may or may not have been reviewed / checked by the consultant for affected development projects. Depending on scope of work/project type, City reserves the right to require certain years of inspection experience.

4. **City Surveyor Services –** Provide licensed land surveyor services to sign and stamp final maps and other survey documents as needed. Fees for this service shall be on a lump sum basis per each document to be signed and stamped. No additional fees shall be paid for the signing and stamping of maps that have been plan checked per Section 1 of this Scope of Services. In addition, opportunity for City staff working towards obtaining their land surveyors license to gain qualified experience under licensed surveyor.

5. **Plan Check Expediting Services –** Consultant needs to be flexible and have additional staff available if expediting plan check is necessary. Consultant shall specify in fee schedule in terms of percentage of original plan check fee and specify proposed expedited turn around times.

Section 5 – City Responsibilities

1. Complete Submittal completion checklist
    a. If complete – Transmit to Consultant
    b. If incomplete – Contact Applicant for missing items
2. Provide applicable current documents and updates of:
    a. Ordinances
    b. Conditions of Approval
    c. Resolutions
    d. Standards
    e. Construction Cost Estimate
    f. Other – as determined by City Staff
3. Manage and coordinate project between Applicant, City and Consultant

Section 6 – Consultant Responsibilities

The following actions are included in the Scope of Work based on a percentage of fees collected by the City. Plan check fee covers review until approved.

1. Log Project In
    a. Internal tracking system (ACCELA)
2. Verify The Necessary Items For Project Review Are Submitted
    a. If complete – budget hours, determine due dates & assign review staff
    b. If incomplete – notify City prior to beginning submittal review
3. Conditions of Approval checklist for engineering and land survey review
    a. Check off each condition as satisfied
    b. Identify outstanding conditions in a corrections memorandum
4. Perform conformity review of each submittal with:
    a. Ordinances and applicable Codes
    b. Tentative / Reference Maps
    c. Conditions of Approval
    d. Resolutions
    e. Standards
    f. Construction Cost Estimate
    g. Plan Review Checklists
    h. City preferences (i.e. Operations requirements, etc.)
5. Perform conflict check of each submittal with
    a. Existing Plans
    b. Grading Plans
    c. Street Improvement Plans
    d. Wet/Dry Utility Plans
    e. Final Maps
    f. Easements

g. Reports (ie. geotechnical, traffic, drainage, water, sewer, etc.)

6. Quality review check by Project Manager
7. Coordinate Plan Check with other internal City staff also reviewing.
8. Update status of review in City's Accela system
9. Provide City with the following deliverables:
    a. Redlined plans, studies, estimates
    b. Corrections memorandum
    c. Copy of Plan Review Checklists
10. Return comments to engineer of record

Section 7 – Project Review Schedule

The project schedule will be determined and maintained by the project applicant. Project review schedule shall be as outlined below:

First submittal	**15 working days**
Subsequent submittals	**10 working days**
Material submittals	**3 working days**
Additional Submittal Reviews	**10 working days**
Construction Change (Delta)	**5 working days**

All review schedules listed above are inclusive of time required for courier and delivery services.

The City reserves the right to prioritize the sequence in which plan checks are conducted.

City plan check fee covers review until approved.

Section 8 - Liquidated Damages

The City reserves the right, at its sole discretion, to temporarily with-hold or deduct a percentage of the plan check fees due to Consultant as compensation for damages to the City due to Consultant's failure to meet contract terms (ie. up to 25% for failure to meet the schedule as identified in Section 7 of Attachment A or up to 100% for failure to provide a complete plan check as identified in Section 2.1 of Attachment A).

This paragraph shall be included in the fee schedule portion of the proposal.

EXHIBIT "B"
SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 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. 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.

EXHIBIT "C"
COMPENSATION

[see attached]

8. FEE PROPOSAL

APPLICABLE TO "ENGINEERING SERVICES FOR PLAN CHECKING SUBDIVISION MAPS, IMPROVEMENT PLANS AND RELATED REPORTS" FOR CITY OF ONTARIO

Harris & Associates

Subdivision Map and Civil Plan Checking Services

Services will be performed for a fixed fee on the assumption of three plan review cycles (to PC3) to be billed at percentage of applicable fees collected by the City pursuant to the latest adopted Engineering Department Fee Schedule.

Improvement Plans	Lump Sum = 70% of City's Fees
Subdivision Maps	Lump Sum = 70% of City's Fees
Record Documents (Easements, COCs, Vacations, Lot Line Adjustments)	Lump Sum = 70% of City's Fees
Grading Plans	Lump Sum = 100% of City's Fees*
Hydrology Study / Drainage Report	Lump Sum = 100% of City's Fees*
Traffic control	Time & Materials (T&M) based on hourly rate table (Harris or ERSC)
Material Submittals	Inclusive of Lump Sum 70% City Fees
City Project Review where no fee is collected by City from an Applicant (fee is for 3 review cycles):	*Grading Plan Set:* Lump Sum $625/sheet *Improvement Plan Set:* Lump Sum $800/sheet *Maps/Survey Documents:* 70% of City's Fees *Miscellaneous plan sets, tasks, & reports:* T&M based on hourly rate table

*Consultant acknowledges that upon City approval of an updated Engineering Department Fee Schedule increasing plan check fees to adequately cover the Consultant's cost to provide plan check services, the percentage billing will decrease from 100% to 70% for Grading Improvements and Hydrology Study/Drainage Report reviews.

If plan review effort is required beyond PC3 (unless for final review approval), Consultant and City agree to consider on a case-by-case basis the assessment of additional plan check fees after meeting to discuss challenges such as plan submittal quality, redesign, or comment resolution negligence.

Any plan check item without submittal activity for 12 months may be deemed "dormant" at the discretion of the City, and Consultant may invoice City for 100% of Lump Sum fee total.

For Lump Sum plan check items, Consultant will invoice the City at the following milestones:

- 75% of total fee when PC1 comments are returned to Applicant/Engineer
- 100% of total fee when item is Recommended for Approval by the City

Effective January 1 — December 31, 2025

Personnel	Position	Hourly Rate
Marcus Fuller	Principal-in-Charge	$375
Teck Loh	Project Manager & Lead Plan Check Engineer	$250
Christian Mercado	Plan Check Engineer	$195
Bijan Yazdani	Plan Check Engineer	$215
Henry Nguyen	Plan Check Engineer	$215
Cindy Hackett / Ziad Malhas	Staff Augmentation & Senior Plan Check Engineer	$265
Fong Tse	Staff Augmentation & Plan Check Engineer	$215
Brent Chamberlain	Plan Check Engineer	$215
Scott Giannini	Staff Augmentation & Field Inspector	$245

Consultant may amend the list of personnel to identify new staff and associated hourly billing rates throughout the term of the agreement subject to City's prior approval. Hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes). All subconsultants' services are subject to 10% mark up. All rates are subject to a 4% yearly escalation or CPI, whichever is greater.

Notes: T&M based items and supplemental services shall be performed by the Consultant as requested by the City on a task order basis pursuant to the hourly rate schedule above. For inspection services, a monthly vehicle fee of $1,450 is charged.

Supplemental services will include but are not limited to: staff augmentation (extension of land development and OMUC staff), field surveying, field inspection, and City Surveyor services.

Liquidated Damages

The City reserves the right, at its sole discretion, to temporarily with-hold or deduct a percentage of the plan check fees due to Consultant as compensation for damages to the City due to Consultant's failure to meet contract terms (ie. up to 25% for failure to meet the schedule as identified in Section 7 of Attachment A or up to 100% for failure to provide a complete plan check as identified in Section 2.1 of Attachment A).

ERSC

Fee Schedule for 2025*

Professional Staff	Hourly Rate
President	$305
Vice President	$260
Sr. Principal Engineer	$255
Principal Engineer	$230
Assistant Principal Engineer	$215
Engineer V	$195
Engineer IV	$175
Engineer III	$160
Engineer II	$145
Engineer I	$130
Engineering Staff	**Hourly Rate**
Principal Engineering Associate	$210
Senior Engineering Associate	$190
Engineering Associate V	$165
Engineering Associate IV	$145
Engineering Associate III	$135
Engineering Associate II	$120
Engineering Associate I	$115
Engineering Aide II	$65
Engineering Aide I	$60
Administrative Staff	**Hourly Rate**
Operations Manager	$120
Operations Specialist	$100
Administrative Assistant II	$90
Administrative Assistant I	$80

**Subject to an annual escalation*
***Rates for Survey Staff and Services, Construction Support Staff, and Other Direct Expenses are included with this contract and available upon request.*

D. Woolley & Associates

Fee Schedule for 2025

Position	Hourly Rate
Professional Land Surveyor	$240
Survey Manager	$210
Project Surveyor	$200
Technician/CAD Operator	$175
One Person Survey Party w/equipment	$250
Two Person Survey Party w/equipment	$370
Three Person Survey Party w/equipment	$480
Expert Witness/Deposition	$525
Prints, research material & other incidentals	Cost + 5%

**A minimum of 4 survey hours will be charged for field crews.*
***Overtime and Holiday rates are available upon request.*

Verdantas

Fee Schedule for 2025*

Position**	Hourly Rate
Senior Principal	$350
Principal	$295
Associate	$265
Senior Project Engineer/Geologist/Scientist/ASMR	$240
Project Engineer/Geologist/Scientist	$215
Operations/Laboratory Manager	$205
Senior Staff Engineer/Geologist/Scientist/ASMR	$185
Staff Engineer/Geologist/Scientist	$170
GIS Analyst	$180
GIS Specialist	$155
CAD Operator	$155
Information Specialist	$130
Project Administrator/Word Processor/Dispatcher	$90

**Subject to a 4% yearly escalation*
***Rates for Additional Classifications, Geotechnical Laboratory Testing, Construction Materials Laboratory Testing, and Equipment are included with this contract and available upon request.*

FWC

Fee Schedule for 2025*

Position	Hourly Rate
Principal	$250
Senior Project Engineer	$210
Senior Design Manager	$190
Senior Designer	$180
Project Engineer	$180
Project Designer	$170
Design Engineer	$160
Designer	$160
Clerical	$75

**Subject to a 4% yearly escalation*

KDM

Fee Schedule for 2025*

Position	Hourly Rate
Principal	$240
Project Manager	$225
Project Surveyor	$210
Survey Technician II	$170
Survey Technician I	$150
Clerical/Administration/Technical Aide	$95

**Subject to a 4% yearly escalation*
***Rates for Reimbursables are included with this contract and available upon request.*

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 **Transtech Engineers** a **California Corporation** with its principal place of business at **13367 Benson Avenue, Chino, CA 91710** ("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 **Professional Engineering Plan Check** 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 **Professional Engineering Plan Check** 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 **engineering plan check** 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 **July 1, 2025,** to **June 30, 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.** 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 **three million dollars ($3,000,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise

deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Allen Cayir, President.**

3.3.5 City's Representative. The City hereby designates **City 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 **Melissa Demirci** 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:	Transtech Engineers 13367 Benson Avenue Chino, CA 91710 ATTN: Melissa Demirci
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Bryan Lirley, PE, Assistant City Engineer

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
Transtech Engineers

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

Transtech Engineers

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

Section 1 – Subdivision Maps and Legal Documents - Lot Line Adjustment, Easement Documents (e.g. right-of-way dedication/public utility), Certificate of Compliance, Certificate of Correction, Summary/General Vacation, Quitclaim

1. **Subdivision Map Checking and Legal Documents**

   Subdivision maps, including parcel and final tract maps, shall be checked to assure compliance with applicable provisions of the State Subdivision Map Act, Land Surveyor's Act, City's Municipal Code, Conditions of Approval and other City requirements, and all other applicable state statutes and local ordinances. Map check and legal document services will include, but not be limited to review for compliance of the following:

   a. Review of map sheets for centerline control, lot closure calculations, mathematical accuracy, surveyor notes and symbols, monumentation per City Standards, and survey procedures.
   b. Review of boundary retracement procedures and title reports.
   c. Review of format statements and certificates.
   d. Monitoring of coordination response to Civil Engineers / Land Surveyors.
   e. Technical review of the legal and plat of Legal Documents
   f. Conformance to City's preferred format and layout.
   g. Conformance to City's Subdivision Map and Legal Documents Review Checklist

- **Please note: City of Ontario will be working to increase subdivision mapping fees subject to an upcoming user fee study. Consultant fee shall be based on current City fee schedule. City plan check fee covers review until approved.**

2. **City Surveyor Services**

   Upon completion of the map check review, sign and stamp final maps as being technically correct.

Section 2 – Civil Engineering Design Plans

1. **Improvement Plan Checking**

   Improvement plans for facilities to be offered to the City for dedication, in conjunction with the land development process, shall be checked by the consultant. The plans shall be thoroughly reviewed to assure that facilities conform to City standards,

applicable conditions of approval for the project, or tentative subdivision maps and that good engineering practices are observed.

Plan check for civil engineering design plans which includes, but is not limited to: street, sewer, water, recycled water, storm drain, fiber optic, grading, erosion control, signing and striping, street lighting, traffic signal, traffic control and all related engineering studies, including hydrology and hydraulics, WQMP, soils, water and sewer studies. Plan check services will include, but not limited to, the following:

a. Compliance with applicable provisions of the City of Ontario's standards and local Civil Engineering industry design standards and conformance to all local ordinances, policies and procedures.
b. Compliance with applicable Specific Plan and Community Plan design requirements.
c. Review of engineering design principals and requirements, which includes plan check of cross section and profiles, right of way lines, construction limits and center line control.
d. Review of special studies including, but not limited to, drainage, water quality, geotechnical, structural (including but not limited to structural analysis of bridge structures), traffic studies, water, sewer and recycled water hydraulic studies. The studies will be checked to assure they are conceptually sound and meet City, County and State Standards.
e. Storm drain plans will be checked against hydrology and hydraulic calculations to verify their design accuracy as required by City Standards and coordinated with the City's Storm Drain Master Plan for the design of master planned lines.
f. Sewer plans shall be coordinated with the City's Sewer Master Plan for design of master planned lines and related sewer hydraulic study, if applicable.
g. Water and Recycled Water plans shall be coordinated with the City's Water and Recycled Water Master Plan for design of master planned lines and related water hydraulic study, if applicable.
h. Review of format, which includes plan check of general notes, construction notes, drawing and utility legends, bench mark basis of bearings, construction quantities, vicinity map, location map, standard sheet and title block, north arrow, etc.
i. Recommendation of accurate construction quantities and engineering's cost estimate for bonding purposes.
j. Conformance to City's preferred format and ability to accommodate electronic PC submittals.
k. Visit project sites during plan check as site conditions can change during review.

l. Plan checks must be completed using Bluebeam software with occasional hardcopy review.
m. Review material submittals in accordance with City Standards and Equivalent Materials List once plans are approved.

Section 3 – Coordination

Monitor, respond and coordinate with City Land Development Staff for map and plan check status. Additionally, attend coordination meetings with staff, as required. Prepare written recommendation for approval of the subdivision maps and project plans after completion of review process. Coordination shall include, but not be limited to:

a. Attend weekly plan check status / coordination meetings with City Staff.
b. Attend regularly scheduled Developer Coordination meetings as requested by City Staff.
c. Review with City staff at first plan check, before approval, and at any major scope changes throughout as determined by consultant or City.
d. Prepare and maintain plan check files for transmittal to City at the completion of the plan check.
e. Provide a pdf copy of redlined plans to City at the completion of each plan check.
f. Schedule meeting with City staff, Engineer of Record and developer/owner after 3rd review if plans are not approved.
g. Follow up with City Staff on field construction problems discovered during construction including the review of plan revisions.
h. Provide an agenda and minutes for every meeting attended.
i. Plan checking staff shall be required to be at City Hall at least twice per week. Plan checking staff shall be designated. More visits and Microsoft Teams meetings may be required depending on City needs.
j. Provide a designated QC lead for water, sewer, and recycled water reviews with OMUC.
k. Provide city staff weekly ACCELA updates

Section 4 – Supplemental Services

Please note that the following services listed below may be needed on a non-regular basis. Requested hourly rates should address these optional services. City Surveyor Services shall be paid on a lump sum basis for each document to be signed and stamped. The fee schedule shall include line items for these services. Representative staff resumes shall be included for consideration.

1. **Extension of Land Development Division and OMUC Staff** – Provide Project Engineer and Senior Project Engineer staff level to support Engineering Department and OMUC staff in the design, review, coordination, and management of municipal and development projects. Duties and responsibilities shall include the design and/or review of projects from the application through development of conditions, through plan checking, construction, and bond release.

   These positions shall function from the City offices and work under the direction of City Staff. The Project Engineer position(s) shall have a minimum of 3 to 4 years applicable experience with an EIT. The Senior Engineer position shall have a minimum of 7 to 10 years applicable experience and must be a registered Civil Engineer in the State of California.

2. **Field Surveying Services** – Provide field surveying services to set or reset survey monuments which may have been damaged and /or displaced during construction of Development Projects. Additionally, file associated corner records with the County Surveyor's Office as required by applicable laws.

3. **Field Inspection Services** – Provide field inspection services to inspect construction of public improvements related to development projects. Improvement plans may or may not have been reviewed / checked by the consultant for affected development projects. Depending on scope of work/project type, City reserves the right to require certain years of inspection experience.

4. **City Surveyor Services** – Provide licensed land surveyor services to sign and stamp final maps and other survey documents as needed. Fees for this service shall be on a lump sum basis per each document to be signed and stamped. No additional fees shall be paid for the signing and stamping of maps that have been plan checked per Section 1 of this Scope of Services. In addition, opportunity for City staff working towards obtaining their land surveyors license to gain qualified experience under licensed surveyor.

5. **Plan Check Expediting Services** – Consultant needs to be flexible and have additional staff available if expediting plan check is necessary. Consultant shall specify in fee schedule in terms of percentage of original plan check fee and specify proposed expedited turn around times.

Section 5 – City Responsibilities

1. Complete Submittal completion checklist
    a. If complete – Transmit to Consultant
    b. If incomplete – Contact Applicant for missing items
2. Provide applicable current documents and updates of:
    a. Ordinances
    b. Conditions of Approval
    c. Resolutions
    d. Standards
    e. Construction Cost Estimate
    f. Other – as determined by City Staff
3. Manage and coordinate project between Applicant, City and Consultant

Section 6 – Consultant Responsibilities

The following actions are included in the Scope of Work based on a percentage of fees collected by the City. Plan check fee covers review until approved.

1. Log Project In
    a. Internal tracking system (ACCELA)
2. Verify The Necessary Items For Project Review Are Submitted
    a. If complete – budget hours, determine due dates & assign review staff
    b. If incomplete – notify City prior to beginning submittal review
3. Conditions of Approval checklist for engineering and land survey review
    a. Check off each condition as satisfied
    b. Identify outstanding conditions in a corrections memorandum
4. Perform conformity review of each submittal with:
    a. Ordinances and applicable Codes
    b. Tentative / Reference Maps
    c. Conditions of Approval
    d. Resolutions
    e. Standards
    f. Construction Cost Estimate
    g. Plan Review Checklists
    h. City preferences (i.e. Operations requirements, etc.)
5. Perform conflict check of each submittal with
    a. Existing Plans
    b. Grading Plans
    c. Street Improvement Plans
    d. Wet/Dry Utility Plans
    e. Final Maps
    f. Easements

g. Reports (ie. geotechnical, traffic, drainage, water, sewer, etc.)

6. Quality review check by Project Manager
7. Coordinate Plan Check with other internal City staff also reviewing.
8. Update status of review in City's Accela system
9. Provide City with the following deliverables:
    a. Redlined plans, studies, estimates
    b. Corrections memorandum
    c. Copy of Plan Review Checklists
10. Return comments to engineer of record

Section 7 – Project Review Schedule

The project schedule will be determined and maintained by the project applicant. Project review schedule shall be as outlined below:

First submittal	**15 working days**
Subsequent submittals	**10 working days**
Material submittals	**3 working days**
Additional Submittal Reviews	**10 working days**
Construction Change (Delta)	**5 working days**

All review schedules listed above are inclusive of time required for courier and delivery services.

The City reserves the right to prioritize the sequence in which plan checks are conducted.

City plan check fee covers review until approved.

Section 8 - Liquidated Damages

The City reserves the right, at its sole discretion, to temporarily with-hold or deduct a percentage of the plan check fees due to Consultant as compensation for damages to the City due to Consultant's failure to meet contract terms (ie. up to 25% for failure to meet the schedule as identified in Section 7 of Attachment A or up to 100% for failure to provide a complete plan check as identified in Section 2.1 of Attachment A).

This paragraph shall be included in the fee schedule portion of the proposal.

EXHIBIT "B"
SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 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. 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.

EXHIBIT "C"
COMPENSATION

[see attached]

8. Fee Proppsal (per RFP, limited to 2 pages)

RFP states the following:

- **Performance for all services shall be on a project by project basis with compensation based on a percentage of the fee collected by the City for such review purposes. The percentages shall include all miscellaneous and reimbursable fees. No additional fees will be allowed. Attached for consideration in developing the fee proposal is the City's current engineering fee schedule (Attachment A).**

  - **Based on the above, Transtech proposed fee for Plan Check is 70% of Fees collected by the City.**

- The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Professional Services Agreement ("Agreement") attached hereto as **Exhibit "B"** and incorporated herein). Include a fee for reviewing City projects that do not have plan check fees.

  - **Based on the above, following is Transtech's Schedule of Hourly Rates for all staff classifications, which will be used for billing.**

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective: July 1, 2024 - June 30, 2025
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING			
Field Technician	$88	-	$98
Engineering Technician	$98	-	$109
Assistant CAD Drafter	$109	-	$124
Senior CAD Drafter	$124	-	$140
Associate Designer	$140	-	$155
Senior Designer	$155	-	$171
Design Project Manager	$196	-	$206
Assistant Engineer	$119	-	$129
Associate / Staff Engineer	$150	-	$165
Senior Civil Engineer	$206	-	$227
Traffic Analyst Technician	$103	-	$114
Associate Traffic Analyst	$155	-	$165
Senior Traffic Analyst	$165	-	$176
Professional Transportation Planner	$176	-	$191
Traffic Engineer Technician	$98	-	$109
Associate/Staff Traffic Engineer	$150	-	$165
Traffic Engineer	$176	-	$191
Senior Traffic Engineer	$191	-	$212
Project Manager	$191	-	$212
Senior Project Manager	$212	-	$227
Deputy City Engineer	$176	-	$196
City Engineer	$196	-	$212
Principal Engineer	$212	-	$233
BUILDING & SAFETY			
Permit Technician	$78	-	$88
Plan Check Technician/Analyst/Supervisor	$129	-	$145
Building Inspector	$119	-	$134
Senior Inspector	$129	-	$145
Plans Examiner/Checker	$145	-	$160
Plan Check Engineer	$155	-	$176
Deputy Building Official	$165	-	$176
Building Official	$171	-	$186

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$150	-	$160
Funds Coordinator	$155	-	$165
Office Engineer	$150	-	$160
Construction Inspector	$145	-	$155
Senior Construction Inspector	$155	-	$165
Construction Manager	$176	-	$191
Resident Engineer	$191	-	$206
PUBLIC WORKS INSPECTION			
Public Works Inspector	$145	-	$155
Senior Public Works Inspector	$155	-	$165
Supervising PW Inspector	$165	-	$176
SURVEY AND MAPPING			
Survey Analyst	$155	-	$160
Senior Survey Analyst	$160	-	$165
2-Man Survey Crew	$357	-	$372
Survey & Mapping Specialist	$191	-	$207
Licensed Land Surveyor	$217	-	$227
FUNDING & GRANT WRITING			
Funds Analyst	$150	-	$155
Senior Funds Analyst	$155	-	$165
Grant Writer	$171	-	$176
Funds & Grant Project Manager	$191	-	$202
PLANNING			
Community Development Technician	$83	-	$93
Planning Technician	$93	-	$103
Assistant Planner	$103	-	$124
Associate Planner	$124	-	$145
Senior Planner	$150	-	$171
Planning Manager	$176	-	$196
ADMINISTRATIVE STAFF			
Administrative/Clerical	$72	-	$83
Project Accountant	$83	-	$93

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

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Angela Truong Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea M Lopez, Khoi Do, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL PARCEL MAP NO. 20376 LOCATED ON THE NORTHWEST CORNER OF WEST SPRUCE COURT AND SOUTH OAKS AVENUE**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Parcel Map No. 20376, located on the northwest corner of West Spruce Court and South Oaks Avenue.

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

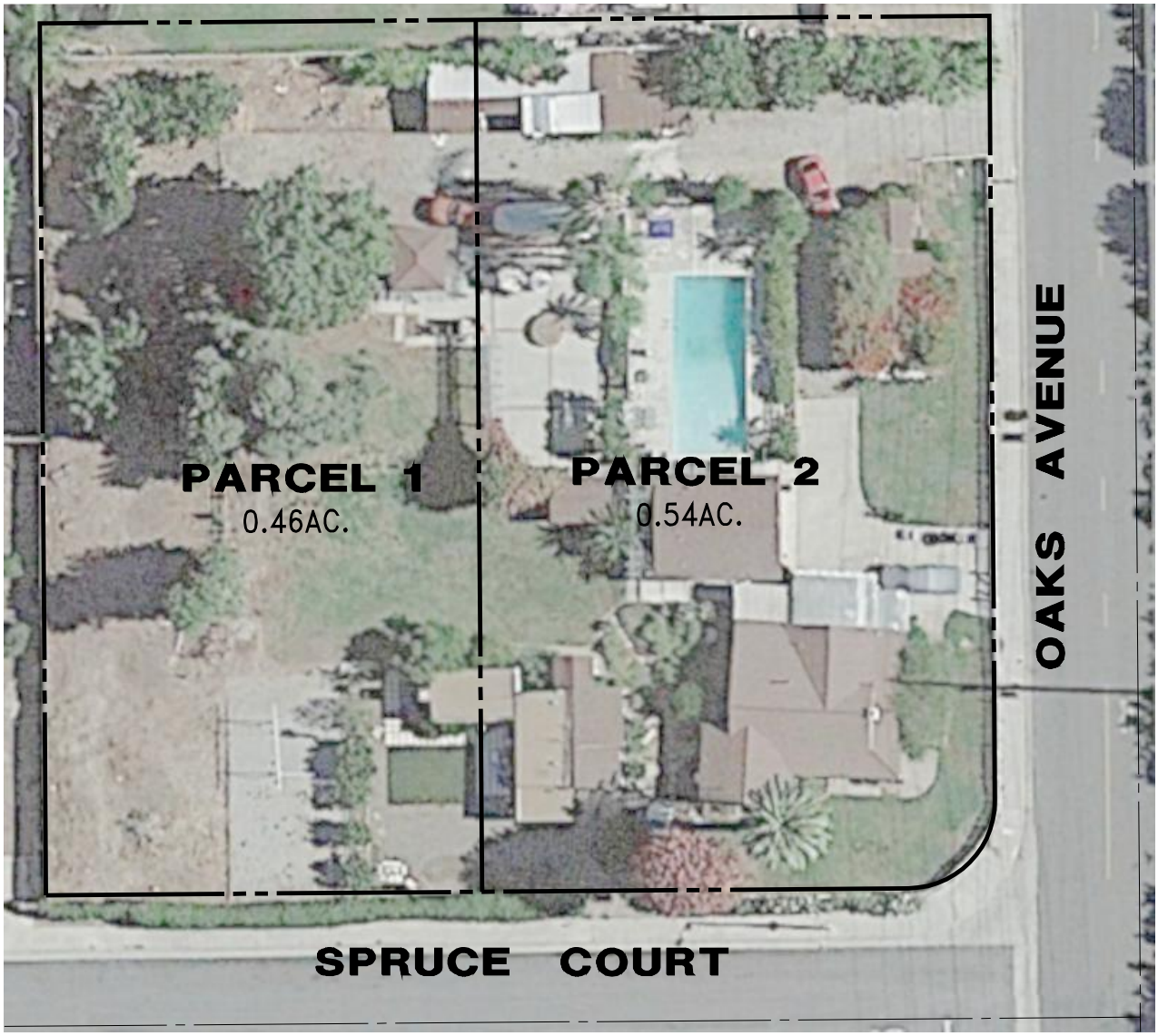
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

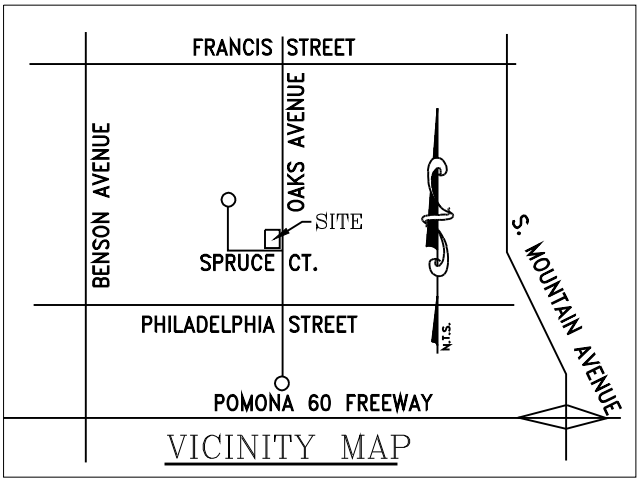
BACKGROUND & ANALYSIS: Investment City, LLC (Developer) has submitted Final Parcel Map No. 20376, consisting of two (2) parcels on one (1) acre of land, as shown on Exhibit A. Tentative Parcel Map No. 20376 was approved by the Planning Commission on August 24, 2021.

The Final Parcel Map improvements will include drive approach, fire hydrant, street light, fiber optic conduits, and parkway landscaping with irrigation. All landscape improvements will be consistent with the City's Landscape Development Guidelines and the Model Water Efficiency Landscape Ordinance.

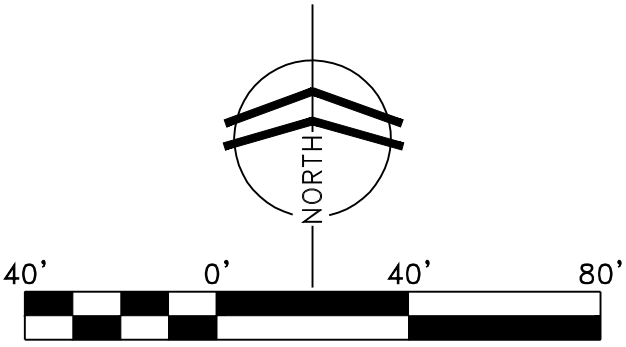
The Developer has entered into an Improvement Agreement with the City for Final Parcel Map No. 20376 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A
PM 20376





VICINITY MAP



SCALE 1"=20'

EXHIBIT A PM 20376	DATE: 08-12-24
	PROJECT I.D.:PM-20376

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20376 LOCATED ON THE NORTHWEST CORNER OF WEST SPRUCE COURT AND SOUTH OAKS AVENUE.

WHEREAS, Tentative Parcel Map No. 20376, submitted by Investment City, LLC, was approved by the Planning Commission of the City of Ontario on August 24, 2021; and

WHEREAS, Tentative Parcel Map No. 20376 consists of 2 parcels, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of the northerly 200.00 feet of the easterly 250.80 feet of Lot 58, Section 36, Township 1 South, Range 8 West, according to the Map of Rancho Santa Ana Del Chino, as per Map recorded in Book 6, Page 15 of Maps, in the Office of the County Recorder of Said County; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Parcel Map No. 20376, Investment City, LLC has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney.

3. That Final Parcel Map No. 20376 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 1st day of July, 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 July 1, 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 July 1, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 20376

between

THE CITY OF ONTARIO

a California municipal corporation

and

Investment City, LLC

a California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 20376

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this __ day of ____, 20__, by and between the City of Ontario, a California municipal corporation ("City") and Investment City, LLC, a California Limited Liability Company, with its principal office located 16162 Beach Blvd, Suite 304, Huntington Beach, CA 92647 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on August 24, 2021. The tentative parcel map is identified in City records as Parcel Map No. 20376 ("Map").

B. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of San Bernardino; (c) the approving body per the Ontario Development Code approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of San Bernardino. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all fiber optic and street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps,

conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute

discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.1 Landscaping and Existing Irrigation Systems. Developer shall plant and maintain parkway trees and landscaping as provided in Section 10-2.07 of the City Municipal Code, and as directed by the Public Facilities Department. The Developer shall also be responsible for the replacement, relocation or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the

commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to the terms of the encroachment permit and any applicable federal, state or local laws, rules or

regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

9.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public

Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall

comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

11.4 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.5 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the

Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **Thirty One Thousand Two Hundred Fifty Eight and Fifty Four Cents** Dollars ($ **31,258.54**) which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Thirty One Thousand Two Hundred Fifty Eight and Fifty Four Cents** Dollars ($**31,258.54**) which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **One Thousand Dollars** (**$1,000.00**). Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused

portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

13.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

15.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

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

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

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

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

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

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

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

16.3.2 Automobile Liability: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

16.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through

surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

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

16.11 Additional Insurance Provisions

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

16.11.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

16.11.3 The City may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

16.11.6 Developer shall report to the City, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with this Agreement.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

19.0 General Provisions.

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

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

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

19.4 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:	**DEVELOPER:**
City of Ontario	Investment City, LLC
Engineering Department	16162 Beach Blvd, Suite 304
303 East "B" Street	Huntington Beach, CA 92647
Ontario, CA 91764	Attn: Rixon Kien
Attn: City Engineer	

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

19.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

19.9 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

19.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal

representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

19.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.14 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

19.15 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

19.15.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

19.17 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

Investment City, LLC

By: _____
Signature

Paul Kien
Print Name

Manager
Title

By: _____
Signature

_____
Print Name

_____
Title

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

NOTE: **DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On 7/11/24 before me, Elaine Nghiem, Notary Public, personally appeared paul kien, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

ELAINE NGHIEM
COMM. #2466780
Notary Public - California
Orange County
My Comm. Expires Oct. 16, 2027

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL NO. 20376

Being a subdivision of the northerly 200.00 feet of the easterly 250.80 feet of Lot 58, Section 36, Township 1 South, Range 8 West, according to the Map of Rancho Santa Ana Del Chino, in the City of Ontario, County of San Bernardino, State of California, as per Map recorded in Book 6, Page 15 of Maps, in the Office of the County Recorder of Said County.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL NO. 20376

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date 6/6/2024
Project Number PM20376
Location NWC OF OAKS AVE/ SPRUCE CT
Computed By Joquin Cervantes
Contact Phone No. 626-667-8675

Recommended by HARRIS for APPROVAL by City
By: _____
07/08/2024
For Street Light and Fiber Optic only

Attached project estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

RCE No. 70635 Exp. Date: 6.30.2025

REGISTERED PROFESSIONAL ENGINEER
JOAQUIN CERVANTES, JR.
C 70635
EXP. 6/30/25
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date 5/2/2024
Project Number PM20376
Location NWC OF OAKS AVE/ SPRUCE CT
Computed By Joquin Cervantes
Contact Phone No. 626-667-8675

A.	STREET	Sub-Total	**$7,280.35**
B.	WATER	Sub-Total	
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	**$21,136.50**
	TOTAL ESTIMATED CONSTRUCTION COST		**$28,416.85**

Construction Inspection Fee **$1,860.49**
(Exc. Landscape & Utility Poles Sections)
(Inc. $164 Inspection Base Fee)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$28,416.85**
$500.00 Min

PERMIT FEE **$116.00**

TRAFFIC CONTROL PERMIT FEE **$103.00**

ENCROACHMENT PERMIT FEE TOTAL **$30,496.34**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Plan Check Fee Calculation

Date 5/2/2024
Project Number PM20376
Location NWC OF OAKS AVE/ SPRUCE CT
Computed By Joquin Cervantes
Contact Phone No. 626-667-8675

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$7,280.35**
B.	WATER	Sub-Total	
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	**$21,136.50**
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	
	TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E+F+G)		**$28,416.85**
		Plan Check Fee	**$1,705.01**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E)	**$7,280.35**
Plan Check Fee	**$436.82**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date 5/2/2024
Project Number PM20376
Location NWC OF OAKS AVE/ SPRUCE CT
Computed By Joquin Cervantes
Contact Phone No. 626-667-8675

A. STREET	Sub-Total	**$28,416.85**
B. WATER	Sub-Total	
C. RECYCLED WATER	Sub-Total	
D. SEWER	Sub-Total	
E. STORM DRAIN	Sub-Total	
CONTINGENCY FOR UNSIGNED PLANS (10%)		**$2,841.69**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT		**$31,258.54**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	**$31,258.54**
Labor and Material Bond (100% of estimated cost)	**$31,258.54**
Maintenance Bond* (10% of Performance Bond)	$3,125.85
Monumentation Cash Deposit** (No. of Monmuments to set:)	**$1,000.00**

* To be provided prior to release of Performance Bond

**To be provided if monumentation is not completed by the time of Final (Parcel) Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Date 5/2/2024
Project Number PM20376

		Total Length in feet to be constructed
A.	WATER MAIN	
B.	SEWER MAIN	
C.	STORM DRAIN MAIN	
D.	RECYCLED WATER	
E.	FIBER OPTIC	**400**

* To be provided to the Fiscal Services Department

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date 5/2/2024
Project Number PM20376
Location NWC OF OAKS AVE/ SPRUCE CT
Computed By Joquin Cervantes
Contact Phone No. 626-667-8675

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
PAVING ***A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)**				
A.C. UP TO 6" THICKNESS		S.F.	$2.34	
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS		S.F.	$1.52	
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH		L.F.	$2.00	
SAWCUT		L.F.	$3.50	
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL		S.F.	$3.50	
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER		L.F.	$15.00	
P.C.C. CURB ONLY		L.F.	$12.00	
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK		S.F.	$4.75	
WHEELCHAIR RAMP		EA.	$2,200.00	
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$7.80	
10% Contingency				
Street Improvements Sub-Total				

Construction Cost Estimate Form

Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL		S.F.	$8.50	
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$3.50	
REMOVAL OF BERM, A.C. OR P.C.C.		L.F.	$6.50	
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST		EA.	$300.00	
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	1	EA.	$6,200.00	$6,200.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,500.00	
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$4.50	
SIGNING & STRIPING COLLECTOR STREET		L.F.	$8.75	
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND		EA.	$165.00	
			10% Contingency	$620.00
			Street Improvements Sub-Total	$6,820.00

Construction Cost Estimate Form
Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)	400	L.F.	$45.00	$18,000.00
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
BORE (AC PAVEMENT)		L.F.	$20.00	
BORE (PARKWAY)		L.F.	$10.00	
MICRO TRENCHING		L.F.	$8.15	
DRY UTILITY TRENCH (AC PAVEMENT)		L.F.	$56.00	
DRY UTILITY TRENCH (PARKWAY)		L.F.	$8.00	
			10% Contingency	$1,800.00
			Street Improvements Sub-Total	$19,800.00
TRAFFIC CONTROL		L.S.	$732.05	$732.05
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	$1,064.80	$1,064.80
(Sub-Total Transferred to Item "A" on Summary Sheet)				$28,416.85

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL NO. 20376

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: **$31,258.54**
Surety: Ohio Casualty Insurance Company
Attorney-in-fact: Irene Luong
Address: 175 Berkeley Street, Boston, MA 02116

PAYMENT BOND: **$31,258.54**
Surety: Ohio Casualty Insurance Company
Attorney-in-fact: Irene Luong
Address: 175 Berkeley Street, Boston, MA 02116

CASH MONUMENT SECURITY: **$ 1,000.00**
Amount deposited per Cash Receipt No. 355901
Date: 07/09/2024

[BONDS ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PM-20376

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. TPM20376 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and Investment City, LLC ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **Thirty One Thousand Two Hundred Fifty Eight and Fifty Four Cents** Dollars (**$31,258.54**), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on July 10, 2024.

The Ohio Casualty Insurance Company
Name of Surety

175 Berkeley Street, Boston, MA 02116
Mailing Address of Surety

(617) 357-9500
Telephone No. of Surety

By: _____
Attorney in Fact Irene Luong

Investment City, LLC
Principal

By: _____
Title: Manager

and

By: _____
Title: _____

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On 7/11/24 before me, Elaine Nghiem, Notary Public, personally appeared Paul Kien, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

ELAINE NGHIEM
COMM. #2466780
Notary Public - California
Orange County
My Comm. Expires Oct. 16, 2027

A XV
RISK MANAGEMENT
DATE 4/30/25
SURETY APPROVED ONLY
INITIAL ES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

County of Orange

On JUL 10 2024 (Date) before me, Thao Nguyen Luu (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Irene Luong (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

THAO NGUYEN LUU
Notary Public - California
Orange County
Commission # 2453804
My Comm. Expires Jul 18, 2027

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8209482-024096**

POWER OF ATTORNEY

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, Alexander R. Holsheimer; Christine Woolford; Danielle Hanson; Emilie George; Irene Luong; James W. Moilanen; P. Austin Neff; Yung T. Mullick

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 23rd day of February, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of February, 2023 before me personally appeared David M. Carey, 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 10th day of July, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024273251
Premium listed on Performance Bond

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PM-20376

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 20376require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and Investment City, LLC ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Thirty One Thousand Two Hundred Fifty Eight and Fifty Four Cents** Dollars (**$31,258.54**), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on July 10, 2024.

The Ohio Casualty Insurance Company
Name of Surety

175 Berkeley Street, Boston, MA 02116
Mailing Address of Surety

(617) 357-9500
Telephone No. of Surety

By: _____
Attorney in Fact Irene Luong

Investment City, LLC
Principal

By: _____
Title: Manager

and

By: _____
Title: _____

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

A XV
RISK MANAGEMENT
DATE 4/30/2025
SURETY APPROVED ONLY
INITIAL ES

Received
APR 30 2025
Human Resources

46700.00100\34321548.1

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 7/11/24 before me, Elaine Nghiem, Notary Public, personally appeared Paul Kien, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Signature_____

ELAINE NGHIEM
COMM. #2466780
Notary Public - California
Orange County
My Comm. Expires Oct. 16, 2027

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

County of Orange

On JUL 10 2024 (Date) before me, Thao Nguyen Luu (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Irene Luong (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Signature of Notary Public

THAO NGUYEN LUU
Notary Public - California
Orange County
Commission # 2453804
My Comm. Expires Jul 18, 2027

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8209482-024096**

POWER OF ATTORNEY

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, Alexander R. Holsheimer; Christine Woolford; Danielle Hanson; Emilie George; Irene Luong; James W. Moilanen; P. Austin Neff; Yung T. Mullick

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 23rd day of February, 2023.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of February, 2023 before me personally appeared David M. Carey, 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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 10th day of July, 2024.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jay Bautista Department: Prepared By: Francisco Herrera Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A CONSTRUCTION CONTRACT WITH ELECNOR BELCO ELECTRIC, INC. FOR THE TRAFFIC SIGNAL SYSTEM AND TRAFFIC SIGNAL MODIFICATION IMPROVEMENTS PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Elecnor Belco Electric, Inc. of Chino, California, for the construction of a traffic signal system at San Antonio Avenue at Francis Street and traffic signal modifications at Campus Avenue at Mission Boulevard and Sultana Avenue at Mission Boulevard Project in the amount of $2,034,197 plus a 10% contingency of $203,420 for a total not-to-exceed contract amount of $2,237,617; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The Road Maintenance and Rehabilitation Account (RMRA-SB1) plan includes appropriations for the construction of a traffic signal system at San Antonio Avenue at Francis Street and traffic signal modifications at Campus Avenue at Mission Boulevard and Sultana Avenue at Mission Boulevard. The proposed construction contract with Elecnor Belco Electric, Inc. is in the amount of $2,034,197 plus a 10% contingency of $203,420, for a total not-to-exceed contract

authorization amount of $2,237,617. If approved, additional appropriations will be included in future quarterly budget updates to the City Council for approval, as needed.

BACKGROUND & ANALYSIS: The scope of services for the project consists of, but is not limited to, the construction of traffic signal poles, foundations, conductors, conduits, signing & striping, and traffic signal & communication equipment as necessary to complete the installation of a new traffic signal and two traffic signal modifications. The Project will improve overall pedestrian access, vehicular circulation and provide a higher level of traffic control.

In May 2025, the City solicited bids for Bid No. 1916 Construction of Traffic Signal System (TR2303), and Traffic Signal Modifications (TR2301–TR2302) and received ten (10) bids. The bids are summarized below:

COMPANY	LOCATION	AMOUNT
Elecnor Belco Electric, Inc.	Chino, California	$1,842,947
Alfaro Communications Construction, Inc.	Compton, California	$2,009,899
Ferreira Construction Co, Inc. DBA Ferreira Coastal Construction	Rancho Cucamonga, California	$2,050,445
PTM General Engineering Service, Inc.	Riverside, California	$2,056,000
Crosstown Electrical & Data, Inc	Irwindale, California	$2,075,549
Baker Electric & Renewables LLC	Escondido, California	$2,086,652
DBX, Inc.	Temecula, California	$2,137,320
International Line Builders, Inc.	Corona, California	$2,146,217
Select Electric, Inc.	Vista, California	$2,230,500
Servitek Electric, Inc.	Norwalk, California	$2,282,626

Elecnor Belco Electric, Inc., of Chino, California, is the lowest responsive and responsible bidder with a base cost of $1,842,947. An alternative bid item for the installation of a conduit under the railroad at Sultana Avenue and Mission Boulevard in the amount of $191,250 was included along with the base bid for a total contract amount of $2,034,197. Based on favorable reference checks and being the lowest responsible bidder, Staff recommends awarding a construction contract to Elecnor Belco Electric, Inc.

ENVIRONMENTAL ANALYSIS: The environmental impacts of this Project were reviewed and Staff determined that the project is categorically exempt from the requirements of the California Environmental Quality Act, pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act, whereas the project consists of the 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 use beyond that existing at the time of lead agency' s determination.

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 entered as of _____, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and Elecnor Belco Electric, 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:

CONSTRUCTION OF TRAFFIC SIGNAL SYSTEM (TR 2303), AND TRAFFIC SIGNAL MODIFICATIONS (TR 2301 – TR2302)

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 **90** working days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Million, Thirty-Four Thousand, One Hundred and Ninety-Seven** Dollars **($2,034,197)**, 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 **$5,200.00** 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
- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements (If Applicable)
- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

[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

ELECNOR BELCO ELECTRIC, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: David Zurita Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea M Lopez, Khoi Do, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **A QUITCLAIM DEED AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20562 LOCATED ON THE SOUTHEAST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Quitclaim Deed to SL Ontario Development Company, LLC for fee title ownership of land previously granted to the City in fee; and
B. That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20562, located on the southeast corner of Haven Avenue and Eucalyptus Avenue.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

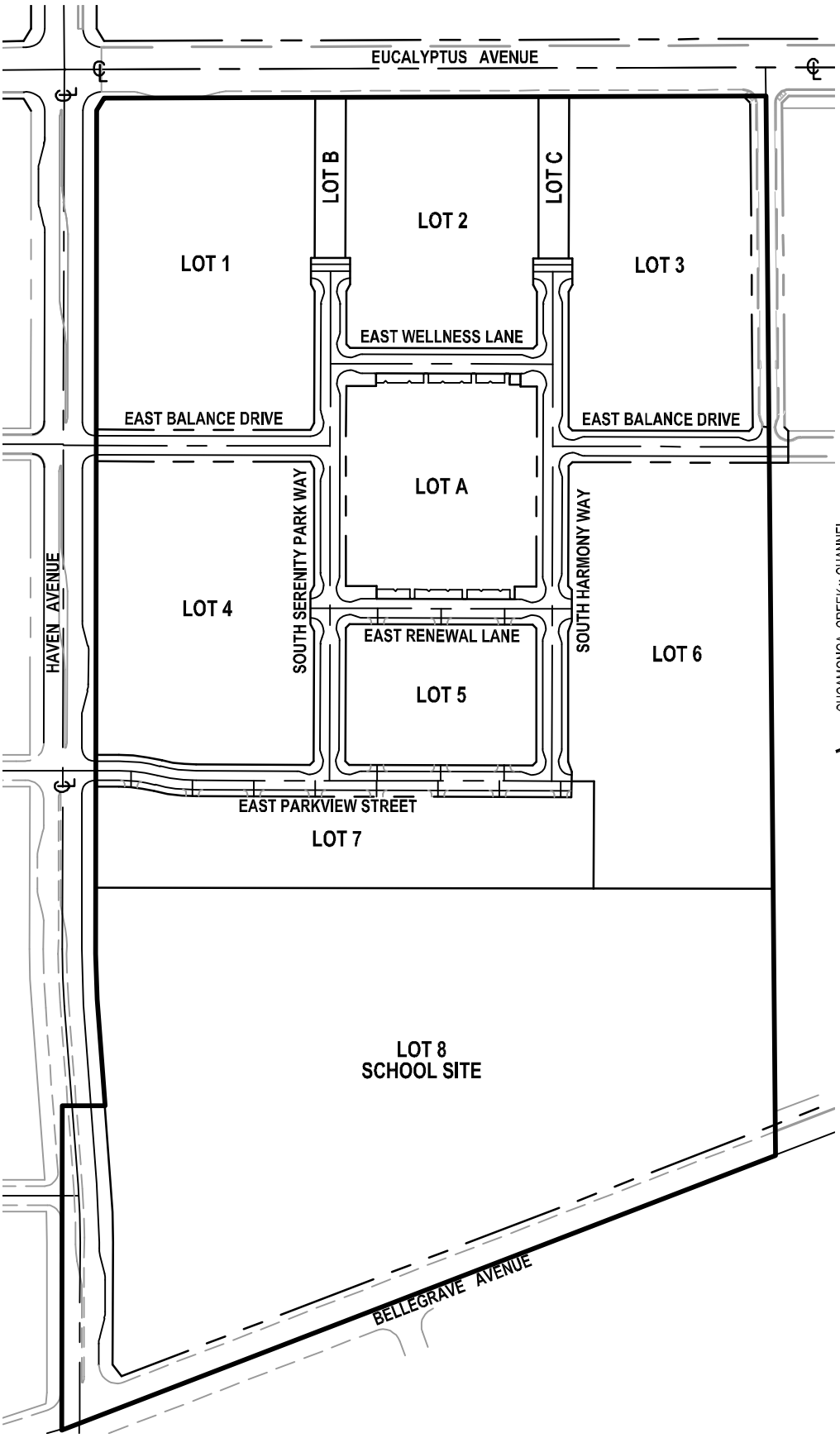
BACKGROUND & ANALYSIS: SL Ontario Development Company, LLC ("Developer") has submitted Final Tract Map No. 20562, consisting of eight (8) numbered lots and three (3) lettered lots on sixty-seven (67) acres of land, as shown on Exhibit A. Tentative Tract Map No. 20562 was approved by the Planning Commission on May 28, 2024.

The Final Tract Map improvements will include streets, sewer main and lateral, water main and lateral, recycled water main and lateral, fiber optic conduits, and parkway landscape with irrigation. All landscape improvements will be consistent with the City's Landscape Development Guidelines and the Model Water Efficiency Landscape Ordinance.

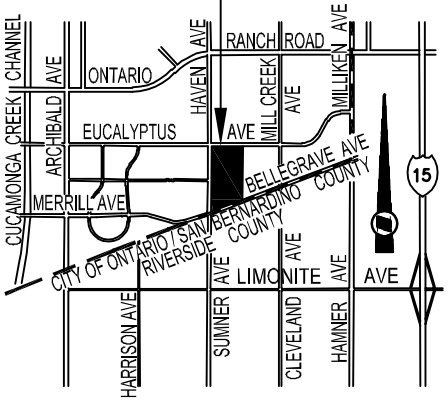
As a clean-up item, the City will quitclaim the neighborhood edge previously granted in fee and SL Ontario Development Company, LLC shall rededicate the required neighborhood edge in easement.

The Developer has entered into an Improvement Agreement with the City for Final Tract Map No. 20562 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A
TM - 20562



LOCATION



VICINITY MAP

NOT TO SCALE

SCALE: 1" = 300'

LDKING
975 N. HAVEN AVENUE
SUITE 200
ONTARIO, CA 91764
PHONE: (909) 945-0526

APPLICANT/OWNER:
SL ONTARIO DEVELOPMENT CORPORATION, LLC
1156 N. MOUNTAIN AVENUE
UPLAND, CALIFORNIA 91785
(949) 985-0971

CITY OF ONTARIO
ENGINEERING DEPARTMENT

FILE NO. TM-20562

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20562 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE.

WHEREAS, Tentative Tract Map No. 20562, submitted by SL Ontario Development Company, LLC., was approved by the Planning Commission of the City of Ontario on May 28, 2024; and

WHEREAS, Tentative Tract Map No. 20562 consists of 8 numbered lots and 3 lettered lots, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of a portion of the west 80 acres of lots 1, 2, 5, 6 and 7, section 24, township 2 South, Range 7 West, San Bernardino Meridian, as shown by sectionized survey of the Jurupa Rancho, recorded in book 9 of maps, page 33, records of said county; said fractional northwest ¼ being all that portion of the northwest ¼ of said section 24, lying in the Jurupa Rancho and in Riverside County, according to the official plat thereof, along with that parcel of land as described in quitclaim deed recorded _____, 2025 as Document No. 2025-_____ of official records, all in the office of the county recorder of County of San Bernardino, State of California; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20562, SL Ontario Development Company, LLC. has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney.

3. That Final Tract Map No. 20562 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 1st day of July, 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 July 1, 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 July 1, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT MAP NO. 20562

between

THE CITY OF ONTARIO

a California municipal corporation

and

SL ONTARIO DEVELOPMENT COMPANY, LLC

a Delaware limited liability company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20562

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2025, by and between the City of Ontario, a California municipal corporation ("City") and SL Ontario Development Company, LLC, a Delaware limited liability company with its principal office located at 1156 N. Mountain Avenue, Upland, CA 91786 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on May 28, 2024. The tentative parcel/tract map is identified in City records as Parcel/Tract Map No. 20562 ("Map").

B. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of San Bernardino; (c) the approving body per the Ontario Development Code approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of San Bernardino. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the

assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.1 Landscaping and Existing Irrigation Systems. Developer shall plant and maintain parkway trees and landscaping as provided in Section 10-2.07 of the City Municipal Code, and as directed by the Public Facilities Department. The Developer shall also be responsible for the replacement, relocation or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property

or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to the terms of the encroachment permit and any applicable federal, state or local laws, rules or regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

9.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10.0 Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial

acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice

of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

11.4 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.5 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable

to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **Three Million Eight Hundred Forty Nine Thousand Eight Hundred Fifty Three dollars and five cents ($3,849,853.05)** for on-site improvements and **One Million Six Thousand Four Hundred Eighty-Four Dollars and Twelve Cents ($1,606,484.12)** for off-site improvements, which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Three Million Eight Hundred Forty Nine Thousand Eight Hundred Fifty Three dollars and five cents ($3,849,853.05)** for on-site improvements and **One Million Six Thousand Four Hundred Eighty-Four Dollars and Twelve Cents ($1,606,484.12)** for off-site improvements, which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **Twelve Thousand Seven Hundred Dollars ($12,700)**. Said cash

deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

13.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

15.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful

death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

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

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

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

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

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

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

16.3.1 Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual

liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

16.3.2 Automobile Liability: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

16.7 Evidence of Insurance. The Developer, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled

or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Developer shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

16.11 Additional Insurance Provisions

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

16.11.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

16.11.3 The City may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

16.11.6 Developer shall report to the City, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with this Agreement.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

19.0 General Provisions.

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

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

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

19.4 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY: **DEVELOPER:**

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

SL Ontario Development Company, LLC
1156 N. Mountain Avenue
Upland, CA 91786
Attn: Sage McCleve

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

19.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

19.9 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

19.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

19.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.14 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

19.15 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate

authorization from the property owner to allow construction or installation of the Public Improvements or work; or

19.15.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

19.17 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

SL Ontario Development Company, LLC a Delaware limited liability company

By: _____
Signature

Bryan Goodman
Print Name

Authorized Agent
Title

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

NOTE: **DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 21, 2025 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Tract Map 20562
Document Date: 5/20/25 Number of Pages: 55
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bryan Goodman
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
■ Other: Authorized Aggent
Signer Is Representing:
SL Ontario Development Company, LLC

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

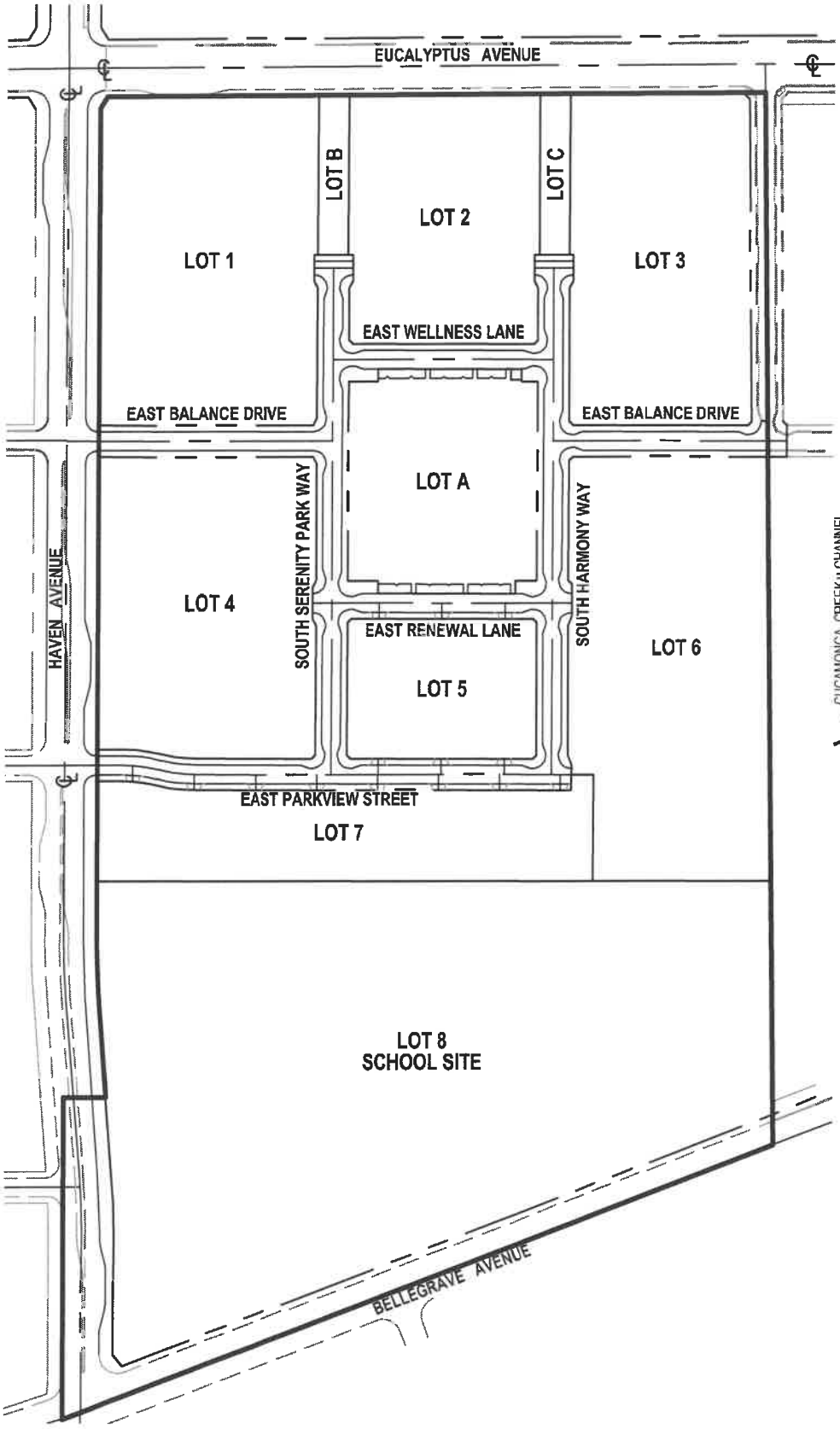
Signature:_____ (seal)

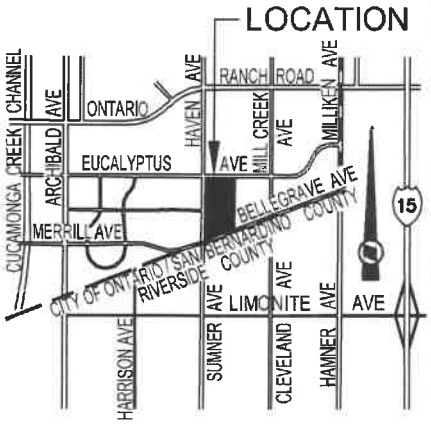
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 20562

EXHIBIT 'A'
TM - 20562





VICINITY MAP

NOT TO SCALE

SCALE: 1" = 300'

LDKING 975 N. HAVEN AVENUE SUITE 200 ONTARIO, CA 91764 PHONE: (909) 945-0526	APPLICANT/OWNER: SL ONTARIO DEVELOPMENT CORPORATION, LLC 1156 N. MOUNTAIN AVENUE UPLAND, CALIFORNIA 91785 (949) 985-0971	CITY OF ONTARIO ENGINEERING DEPARTMENT FILE NO. TM-20562

JN 437110 E:\400-499\437-Stratham\0437-110 Park Place\EXHIBITS\TM-20562_Exhibit A.dwg, Plotted: May 21, 2025 – 9:38am

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 20562

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate
(Description of Cost Estimate)

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

Attached Project Cost Estimate prepared by (or under the direction of)

Carla Berard
Signature of Registered Civil Engineer

45183
RCE No.

3-3-2025
Exp. Date:

REGISTERED PROFESSIONAL ENGINEER
CARLA E. BERARD
No. 45183
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,729,374.79
B.	POTABLE WATER	Sub-Total	$ 900,790.66
C.	RECYCLED WATER	Sub-Total	$ 47,780.23
D.	SANITARY SEWER	Sub-Total	$ 313,261.72
E.	STORM DRAIN	Sub-Total	$ 858,645.65
F.	FIBER OPTIC	Sub-Total	$ -

TOTAL ESTIMATED CONSTRUCTION COST (Excludes Landscape, Utility Poles)	$ 3,849,853.05
CONSTRUCTION INSPECTION FEE (Excludes Landscape, Utility Poles)	$ 163,397.77 $164 Base Fee
SECURITY DEPOSIT Check box if posting Refundable Cash Deposit ☐ See Page 4 for posting of Security Bonds	$ 3,849,853.05 $500 Min
PERMIT FEE	$ 116.00
TRAFFIC CONTROL PERMIT FEE	$ 103.00
ENCROACHMENT PERMIT FEE TOTAL	$ 163,616.77

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Plan Check Fee Calculation

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,729,374.79
B.	POTABLE WATER	Sub-Total	$ 900,790.66
C.	RECYCLED WATER	Sub-Total	$ 47,780.23
D.	SANITARY SEWER	Sub-Total	$ 313,261.72
E.	STORM DRAIN	Sub-Total	$ 858,645.65
F.	FIBER OPTIC	Sub-Total	$ -
G.	LANDSCAPE	Sub-Total	$ -
	TOTAL ESTIMATED CONSTRUCTION COST (Excludes Utility Poles)		$ 3,849,853.05
	PLAN CHECK FEE TOTAL		$ 139,364.68

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Security Bond Amount
(Subdivision Maps Only)

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

A.	STREET	Sub-Total	$ 1,729,374.79
B.	POTABLE WATER	Sub-Total	$ 900,790.66
C.	RECYCLED WATER	Sub-Total	$ 47,780.23
D.	SANITARY SEWER	Sub-Total	$ 313,261.72
E.	STORM DRAIN	Sub-Total	$ 858,645.65

TOTAL ESTIMATED CONSTRUCTION COST	$ 3,849,853.05
CONTINGENCY FOR UNSIGNED PLANS (10%)	$ 384,985.30
Check box if plans are unsigned ☐	
TOTAL SECURITY BOND AMOUNT	$ 3,849,853.05

SECURITY BOND AMOUNTS

Performance Bond (100% of Total Estimated Construction Cost)	$ 3,849,853.05
Labor and Material Bond (100% of Total Estimated Construction Cost)	$ 3,849,853.05
Maintenance Bond * (10% of Performance Bond)	$ 384,985.30
Monumentation Cash Deposit **	$ 1,000.00

No. of Monuments to set: [ ]

* To be provided prior to release of Performance Bond

** To be provided if monumentation is not complete by the time of Final Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Total Length of Utility Mains in Public Right-Of-Way
Provided to Fiscal Services Department

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

	Total Length (LF)
B. POTABLE WATER MAIN	5236
C. RECYCLED WATER MAIN	491
D. SANITARY SEWER MAIN	3305
E. STORM DRAIN MAIN	3947
F. FIBER OPTIC CONDUIT	

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

CONSTRUCTION ITEM DESCRIPTION		QTY	UNIT	COST	TOTAL
ASPHALT CONCRETE (AC) ($0.39/IN/S.F. AC & $0.19/IN/S.F. CAB)					
AC BASE PAVE (MINIMUM 4")	THICKNESS: 6"	145,998	S.F.	$ 2.34	$ 341,635.32
CRUSHED AGREGGATE BASE	THICKNESS: 8"	145,998	S.F.	$ 1.52	$ 221,916.96
AC PAVEMENT			TON	$ 65.00	$ -
AC BERM			L.F.	$ 13.00	$ -
2" GRIND			S.F.	$ 0.40	$ -
SAWCUT			L.F.	$ 3.50	$ -
IMPORT FILL (INCLUDING COMPACTION)			C.Y.	$ 25.00	$ -
PREPARATION OF SUBGRADE		145,998	S.F.	$ 0.50	$ 72,999.00
AC PAVEMENT REMOVAL			S.F.	$ 3.50	$ -
SLURRY SEAL (RPM TYPE II)			S.F.	$ 0.17	$ -
TRENCH BACKFILL AND COMPACTION			S.F.	$ 3.50	$ -
PORTLAND CEMENT CONCRETE (PCC)					
CURB & GUTTER		7,976	L.F.	$ 15.00	$ 119,640.00
CURB ONLY		878	L.F.	$ 12.00	$ 10,536.00
CROSS GUTTER/SPANDREL		2,070	S.F.	$ 7.00	$ 14,490.00
SIDEWALK		42,903	S.F.	$ 4.75	$ 203,789.25
WHEELCHAIR RAMP		25	EA.	$ 2,200.00	$ 55,000.00
TRAFFIC ISLAND			S.F.	$ 9.50	$ -
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		537	S.F.	$ 7.80	$ 4,188.60
DRIVE APPROACHES					
RESIDENTIAL		4,422	S.F.	$ 6.50	$ 28,743.00
COMMERCIAL			S.F.	$ 8.50	$ -
REMOVAL					
REMOVAL OF CONCRETE			S.F.	$ 3.50	$ -
REMOVAL OF BERM, A.C. OR P.C.C.			L.F.	$ 6.50	$ -
ADJUSTMENT TO GRADE					
MANHOLE		31	EA.	$ 600.00	$ 18,600.00
WATER VALVE		59	EA.	$ 325.00	$ 19,175.00
CLEANOUT			EA.	$ 265.00	$ -
DRAINAGE					
PARKWAY DRAIN			EA.	$ 1,800.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

SIGNS				
REFLECTOR SIGN AND POST		EA.	$ 175.00	$ -
STREET NAME SIGN	11	EA.	$ 475.00	$ 5,225.00
TRAFFIC SIGN AND POST	48	EA.	$ 300.00	$ 14,400.00
LIGHTING				
STREET LIGHT				
- 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	52	EA.	$ 6,200.00	$ 322,400.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$ 6,500.00	$ -
STREET LIGHT SERVICE PEDESTAL	2	EA.	$ 4,100.00	$ 8,200.00
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$ 5,900.00	$ -
STRIPING				
SIGNING & STRIPING LOCAL STREET	1,801	L.F.	$ 4.50	$ 8,104.50
SIGNING & STRIPING COLLECTOR STREET		L.F.	$ 8.75	$ -
SIGNING & STRIPING ARTERIAL STREET		L.F.	$ 12.75	$ -
PAINTED LEGEND	2	EA.	$ 80.00	$ 160.00
THERMOPLASTIC LEGEND	6	EA.	$ 165.00	$ 990.00
TRAFFIC SIGNALS				$ -
NEW TRAFFIC SIGNAL		EA.	$ 355,600.00	$ -
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$ 88,900.00	$ -
REMOVE EXISTING SIGNAL		EA.	$ 25,000.00	$ -
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$ 425.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$ 17.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$ 20.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
LANDSCAPE				$ -
PARKWAY TREE WITH IRRIGATION		EA.	$ 525.00	$ -
PARKWAY LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$ 525.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
UTILITY POLES				$ -
RELOCATION OF POLE		EA.	$ 18,000.00	$ -
UNDERGROUNDING OF POWER LINES		L.F.	$ 350.00	$ -
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$ 90.00	$ -
				$ -
FIBER OPTIC				$ -
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$ 45.00	$ -
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				$ -
IN-TRACT LOCAL STREETS				$ -
FIBER CONDUIT PLACEMENT		L.F.	$ 5.70	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

FIBER TRENCH		L.F.	$ 6.50	$ -
HANDHOLE - FLOWER POT (FP)		EA.	$ 125.00	$ -
HANDHOLE - HH-3		EA.	$ 250.00	$ -
HANDHOLE - HH-4		EA.	$ 375.00	$ -
				$ -
DRY UTILITY TRENCHING				$ -
BORE - AC PAVEMENT		L.F.	$ 20.00	$ -
BORE - PARKWAY		L.F.	$ 10.00	$ -
MICRO TRENCHING		L.F.	$ 8.15	$ -
DRY UTILITY TRENCH - AC PAVEMENT		L.F.	$ 56.00	$ -
DRY UTILITY TRENCH - PARKWAY		L.F.	$ 8.00	$ -
OTHER				
2"X6" REDWOOD HEADER	273	L.F.	$ 3.75	$ 1,023.75
TEMPORARY DEAD END STREET GUARD RAIL	36	L.F.	$ 32.00	$ 1,152.00
PAVEMENT MARKERS AT FIRE HYDRANT	19	EA.	$ 20.00	$ 380.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
STREET IMPROVEMENTS SUB-TOTAL				**$ 1,472,748.38**
10% CONTINGENCY				**$ 147,274.84**
TRAFFIC CONTROL	1	L.S.	$ 44,550.64	$ 44,550.64
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 64,800.93	$ 64,800.93
STREET IMPROVEMENTS TOTAL				**$ 1,729,374.79**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	133	L.F.	$ 40.00	$ 5,320.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
12" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	5103	L.F.	$ 50.00	$ 255,150.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX	100	EA.	$ 1,000.00	$ 100,000.00
2" WATER SERVICE WITH METER BOX	2	EA.	$ 2,200.00	$ 4,400.00
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	21	EA.	$ 5,400.00	$ 113,400.00
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	3	EA.	$ 4,600.00	$ 13,800.00
BLOW-OFF VALVE (INC. CONNECTION)	3	EA.	$ 4,500.00	$ 13,500.00
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER	2	EA.	$ 3,000.00	$ 6,000.00
DDC ABOVE GROUND (UP TO 6" DIAMETER)	10	EA.	$ 7,000.00	$ 70,000.00
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"	29	EA.	$ 1,375.00	$ 39,875.00
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 6" MAIN		EA.	$ 3,500.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN	2	EA.	$ 4,100.00	$ 8,200.00

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

INSTALL TEE	8	EA.	$ 300.00	$ 2,400.00
REMOVE EXISTING BLIND FLANGE		EA.	$ 475.00	$ -
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
12" TO 8" REDUCER	3	EA.	$ 200.00	$ 600.00
8" PIPE END CAP	2	EA.	$ 100.00	$ 200.00
BEND FITTING	8	EA.	$ 300.00	$ 2,400.00
PROTECTOR POSTS	16	EA.	$ 200.00	$ 3,200.00
REMOVE EX. 12" PVC PIPE (SIZE PER PLAN)	151	L.F.	$ 125.00	$ 18,875.00
INSTALL 12" CROSS IN PLACE OF EXISTING FITTING	2	EA.	$ 1,000.00	$ 2,000.00
INSTALL BLIND FLANGE WITH RESTRAINED JOINTS	2	EA.	$ 200.00	$ 400.00
REMOVE EXISTING BLOWOFF	2	EA.	$ 200.00	$ 400.00
6" WATER SERVICE WITH METER BOX	10	EA.	$ 4,400.00	$ 44,000.00
DDC ABOVE GROUND (8" DIAMETER)	7	EA.	$ 9,000.00	$ 63,000.00
POTABLE WATER IMPROVEMENTS SUB-TOTAL				**$ 767,120.00**
10% CONTINGENCY				$ 76,712.00
TRAFFIC CONTROL	1	L.S.	$ 23,205.38	$ 23,205.38
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 33,753.28	$ 33,753.28
POTABLE WATER IMPROVEMENTS TOTAL				**$ 900,790.66**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	491	L.F.	$ 40.00	$ 19,640.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX	2	EA.	$ 2,200.00	$ 4,400.00
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	1	EA.	$ 4,600.00	$ 4,600.00
BLOW-OFF VALVE (INC. CONNECTION)	1	EA.	$ 4,500.00	$ 4,500.00
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"	2	EA.	$ 850.00	$ 1,700.00
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 8" MAIN	1	EA.	$ 3,750.00	$ 3,750.00
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

REMOVE EXISTING BLIND FLANGE		L.S.	$ 475.00	$ -
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
INSTALL CROSS & REMOVE EXIST. TEE	1	EA.	$ 800.00	$ 800.00
BEND FITTING	4	EA.	$ 300.00	$ 1,200.00
8" PIPE END CAP	1	EA.	$ 100.00	$ 100.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
RECYCLED WATER IMPROVEMENTS SUB-TOTAL				$ 40,690.00
10% CONTINGENCY				$ 4,069.00
TRAFFIC CONTROL	1	L.S.	$ 1,230.87	$ 1,230.87
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 1,790.36	$ 1,790.36
RECYCLED WATER IMPROVEMENTS TOTAL				$ 47,780.23

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

Date	3/3/2025
Project Number	0437-110
Plancheck Number	
Location	TR.20562
Computed By	L.D KING
Contact Phone	909-945-0526
Contact Email	

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY	3,305	L.F.	$ 40.00	$ 132,200.00
(NOT IN PAVED STREET)				
10" IN EASEMENT AREA ONLY		L.F.	$ 60.00	$ -
(NOT IN PAVED STREET)				
12" & LARGER IN EASEMENT AREA ONLY		L.F.	$ 63.00	$ -
(NOT IN PAVED STREET)				
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 70.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 75.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 80.00	$ -
15" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
21" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
24" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
MANHOLE				
MANHOLE	22	EA.	$ 4,050.00	$ 89,100.00
DROP MANHOLE		EA.	$ 4,100.00	$ -
VAULT		EA.	$ 3,500.00	$ -
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$ 1,750.00	$ -
MONITORING MANHOLE		EA.	$ 4,100.00	$ -
CLEANOUT	14	EA.	$ 1,750.00	$ 24,500.00
REMOVE/ABANDON EXISTING MANHOLE		EA.	$ 1,200.00	$ -
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$ 55.00	$ -
GREATER THAN 12" DIAMETER		L.F.	$ 70.00	$ -
LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$ 2,925.00	$ -
6" & SMALLER VCP SEWER LATERAL / EASEMENT	478	L.F.	$ 42.00	$ 20,076.00
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$ 70.00	$ -
SEWER CHIMNEY		EA.	$ 1,170.00	$ -
SEWER SADDLE		EA.	$ 1,170.00	$ -
WYE 4" x 8" TYPICAL		EA.	$ 115.00	$ -
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$ 1,750.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

OTHER				
END OF PIPE CAP	5	EA.	$ 80.00	$ 400.00
REMOVE PLUG AND CONNECT TO EXISTING	1	EA.	$ 500.00	$ 500.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SANITARY SEWER IMPROVEMENTS SUB-TOTAL				$266,776.00
10% CONTINGENCY				$26,677.60
TRAFFIC CONTROL	1	L.S.	$ 8,069.97	$ 8,069.97
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 11,738.14	$ 11,738.14
SANITARY SEWER IMPROVEMENTS TOTAL				$313,261.72

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

Date 3/3/2025
Project Number 0437-110
Plancheck Number
Location TR.20562
Computed By L.D KING
Contact Phone 909-945-0526
Contact Email

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
RCP STORM DRAIN				
RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER				
24" INC. EXC., BACKFILL & PVMT RESTORATION	2,258	L.F.	$ 78.00	$ 176,124.00
36" INC. EXC., BACKFILL & PVMT RESTORATION	1,214	L.F.	$ 117.00	$ 142,038.00
42" INC. EXC., BACKFILL & PVMT RESTORATION	70	L.F.	$ 136.50	$ 9,555.00
48" INC. EXC., BACKFILL & PVMT RESTORATION	405	L.F.	$ 156.00	$ 63,180.00
66" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 260.00	$ -
72" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 290.00	$ -
78" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 305.00	$ -
84" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 330.00	$ -
90" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 350.00	$ -
96" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 365.00	$ -
102" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 470.00	$ -
108" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 480.00	$ -
LATERAL				
18" RCP OR SMALLER	707	L.F.	$ 45.00	$ 31,815.00
INC. EXC., BACKFILL & PVMT RESTORATION				
MANHOLE	29	EA.	$ 4,500.00	$ 130,500.00
CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE	50	L.F.	$ 409.50	$ 20,475.00
7' WIDE - CB WITH SCREEN INLET	8	E.A.	$ 3,900.00	$ 31,200.00
10' WIDE- CB WITH SCREEN INLET		E.A.	$ 4,200.00	$ -
14' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,700.00	$ -
21' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,900.00	$ -
LOCAL DEPRESSION FOR UP TO 10' WIDE CB	18	L.S.	$ 585.00	$ 10,530.00
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$ 1,200.00	$ -
REINFORCED CONCRETE BOX				
INC. EXC., BACKFILL & PVMT RESTORATION				
4' X 6' RCB		L.F.	$ 400.00	$ -
7' X 6' RCB		L.F.	$ 470.00	$ -
7' X 8.5' RCB		L.F.	$ 560.00	$ -
7' X 9.5' RCB		L.F.	$ 575.00	$ -
8' X 11' RCB		L.F.	$ 585.00	$ -
8' X 13' RCB		L.F.	$ 600.00	$ -
9' X 9' RCB		L.F.	$ 610.00	$ -
9' X 12' RCB		L.F.	$ 650.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

OUTLET STRUCTURE		EA.	$ 700.00	$ -
INLET STRUCTURE		EA.	$ 700.00	$ -
TRANSITION STRUCTURE	18	EA.	$ 1,700.00	$ 30,600.00
OTHER				
REMOVE EXISTING STORM DRAIN PIPE	45	L.F.	$ 55.00	$ 2,475.00
CONNECTOR PIPE SCREEN (CPS)	18	EA.	$ 1,200.00	$ 21,600.00
BRICK AND MORTAR PLUG	12	EA.	$ 250.00	$ 3,000.00
CATCH BASIN MARKER	18	EA.	$ 6.50	$ 117.00
CONCRETE COLLAR	2	EA.	$ 500.00	$ 1,000.00
CSP RISER	11	EA.	$ 900.00	$ 9,900.00
TEMPORARY 36" CSP-16 GAUGE	380	L.F.	$ 62.00	$ 23,560.00
BAFFLE BOX (NSBB)	1	LS.	$ 23,560.00	$ 23,560.00
				$ -
				$ -
STORM DRAIN IMPROVEMENTS SUB-TOTAL				**$ 731,229.00**
10% CONTINGENCY				$ 73,122.90
TRAFFIC CONTROL	1	L.S.	$ 22,119.68	$ 22,119.68
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 32,174.08	$ 32,174.08
STORM DRAIN IMPROVEMENTS TOTAL				**$858,645.65**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate
TR 20562 OFF-SITE HAVEN AVE STREET AND STORM DRAIN ONLY

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

Attached Project Cost Estimate prepared by (or under the direction of)

Carla Berard

Signature of Registered Civil Engineer

45183
RCE No.

9/30/26
Exp. Date:

REGISTERED PROFESSIONAL ENGINEER
CARLA E. BERARD
No. 45183
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,259,587.77
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 32,490.91
F.	FIBER OPTIC	Sub-Total	$ 124,176.94

TOTAL ESTIMATED CONSTRUCTION COST (Excludes Landscape, Utility Poles)	$ 1,416,255.62
CONSTRUCTION INSPECTION FEE (Excludes Landscape, Utility Poles)	$ 60,213.24 $164 Base Fee
SECURITY DEPOSIT Check box if posting Refundable Cash Deposit ☐ See Page 4 for posting of Security Bonds	$ 1,416,255.62 $500 Min
PERMIT FEE	$ 116.00
TRAFFIC CONTROL PERMIT FEE	$ 103.00
ENCROACHMENT PERMIT FEE TOTAL	$ 60,432.24

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Plan Check Fee Calculation

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,259,587.77
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 32,490.91
F.	FIBER OPTIC	Sub-Total	$ 124,176.94
G.	LANDSCAPE	Sub-Total	$ -
	TOTAL ESTIMATED CONSTRUCTION COST (Excludes Utility Poles)		$ 1,416,255.62
	PLAN CHECK FEE TOTAL		$ 51,268.45

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Security Bond Amount
(Subdivision Maps Only)

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

A.	STREET	Sub-Total	$ 1,573,993.21
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 32,490.91

TOTAL ESTIMATED CONSTRUCTION COST	$ 1,606,484.12
CONTINGENCY FOR UNSIGNED PLANS (10%)	$ 160,648.41
Check box if plans are unsigned ☐	
TOTAL SECURITY BOND AMOUNT	$ 1,606,484.12

SECURITY BOND AMOUNTS

Performance Bond (100% of Total Estimated Construction Cost)	$ 1,606,484.12
Labor and Material Bond (100% of Total Estimated Construction Cost)	$ 1,606,484.12
Maintenance Bond * (10% of Performance Bond)	$ 160,648.41
Monumentation Cash Deposit **	$ 1,000.00

No. of Monuments to set:

* To be provided prior to release of Performance Bond

** To be provided if monumentation is not complete by the time of Final Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Total Length of Utility Mains in Public Right-Of-Way
Provided to Fiscal Services Department

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

		Total Length (LF)
B.	POTABLE WATER MAIN	
C.	RECYCLED WATER MAIN	
D.	SANITARY SEWER MAIN	
E.	STORM DRAIN MAIN	
F.	FIBER OPTIC CONDUIT	2350

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
ASPHALT CONCRETE (AC) ($0.39/IN/S.F. AC & $0.19/IN/S.F. CAB)				
AC BASE PAVE (MINIMUM 4") THICKNESS: 8"	16,104	S.F.	$ 3.12	$ 50,244.48
CRUSHED AGREGGATE BASE THICKNESS: 10"	16,104	S.F.	$ 1.90	$ 30,597.60
AC PAVEMENT		TON	$ 65.00	$ -
AC BERM		L.F.	$ 13.00	$ -
2" GRIND	5,925	S.F.	$ 0.40	$ 2,370.00
SAWCUT	1,190	L.F.	$ 3.50	$ 4,165.00
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$ 25.00	$ -
PREPARATION OF SUBGRADE		S.F.	$ 0.50	$ -
AC PAVEMENT REMOVAL	4,157	S.F.	$ 3.50	$ 14,549.50
SLURRY SEAL (RPM TYPE II)		S.F.	$ 0.17	$ -
TRENCH BACKFILL AND COMPACTION		S.F.	$ 3.50	$ -
PORTLAND CEMENT CONCRETE (PCC)				
CURB & GUTTER	940	L.F.	$ 15.00	$ 14,100.00
CURB ONLY	183	L.F.	$ 12.00	$ 2,196.00
CROSS GUTTER/SPANDREL	687	S.F.	$ 7.00	$ 4,809.00
SIDEWALK	6,032	S.F.	$ 4.75	$ 28,652.00
WHEELCHAIR RAMP	2	EA.	$ 2,200.00	$ 4,400.00
TRAFFIC ISLAND		S.F.	$ 9.50	$ -
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)	1,144	S.F.	$ 7.80	$ 8,923.20
DRIVE APPROACHES				
RESIDENTIAL		S.F.	$ 6.50	$ -
COMMERCIAL		S.F.	$ 8.50	$ -
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$ 3.50	$ -
REMOVAL OF BERM, A.C. OR P.C.C.	105	L.F.	$ 6.50	$ 682.50
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$ 600.00	$ -
WATER VALVE	5	EA.	$ 325.00	$ 1,625.00
CLEANOUT		EA.	$ 265.00	$ -
DRAINAGE				
PARKWAY DRAIN		EA.	$ 1,800.00	$ -
SIGNS				
REFLECTOR SIGN AND POST		EA.	$ 175.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

STREET NAME SIGN		EA.	$ 475.00	$ -
TRAFFIC SIGN AND POST	9	EA.	$ 300.00	$ 2,700.00
LIGHTING				
STREET LIGHT				
- 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$ 6,200.00	$ -
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)	11	EA.	$ 6,500.00	$ 71,500.00
STREET LIGHT SERVICE PEDESTAL		EA.	$ 4,100.00	$ -
STREET LIGHT SERVICE DUAL PEDESTAL	2	EA.	$ 5,900.00	$ 11,800.00
STRIPING				
SIGNING & STRIPING LOCAL STREET	1100	L.F.	$ 4.50	$ 4,950.00
SIGNING & STRIPING COLLECTOR STREET		L.F.	$ 8.75	$ -
SIGNING & STRIPING ARTERIAL STREET		L.F.	$ 12.75	$ -
PAINTED LEGEND		EA.	$ 80.00	$ -
THERMOPLASTIC LEGEND	4	EA.	$ 165.00	$ 660.00
TRAFFIC SIGNALS				$ -
NEW TRAFFIC SIGNAL	2	EA.	$ 355,600.00	$ 711,200.00
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)	1	EA.	$ 88,900.00	$ 88,900.00
REMOVE EXISTING SIGNAL		EA.	$ 25,000.00	$ -
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$ 425.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$ 17.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$ 20.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
LANDSCAPE				$ -
PARKWAY TREE WITH IRRIGATION		EA.	$ 525.00	$ -
PARKWAY LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$ 525.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
UTILITY POLES				$ -
RELOCATION OF POLE	9	EA.	$ 18,000.00	$ 162,000.00
UNDERGROUNDING OF POWER LINES		L.F.	$ 350.00	$ -
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$ 90.00	$ -
				$ -
FIBER OPTIC				$ -
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)	2350	L.F.	$ 45.00	$ 105,750.00
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				$ -
IN-TRACT LOCAL STREETS				$ -
FIBER CONDUIT PLACEMENT		L.F.	$ 5.70	$ -
FIBER TRENCH		L.F.	$ 6.50	$ -
HANDHOLE - FLOWER POT (FP)		EA.	$ 125.00	$ -
HANDHOLE - HH-3		EA.	$ 250.00	$ -
HANDHOLE - HH-4		EA.	$ 375.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

				$ -
DRY UTILITY TRENCHING				$ -
BORE - AC PAVEMENT		L.F.	$ 20.00	$ -
BORE - PARKWAY		L.F.	$ 10.00	$ -
MICRO TRENCHING		L.F.	$ 8.15	$ -
DRY UTILITY TRENCH - AC PAVEMENT		L.F.	$ 56.00	$ -
DRY UTILITY TRENCH - PARKWAY		L.F.	$ 8.00	$ -
OTHER				
RELOCATE AIR-VAC	1	EA.	$ 4,600.00	$ 4,600.00
RELOCATE FIRE HYDRANT HEAD	1	EA.	$ 5,400.00	$ 5,400.00
ADJUST ELECTRICAL VAULT BY SCE	1	EA.	$ 1,200.00	$ 1,200.00
PAVEMENT MARKERS AT FIRE HYDRANT	1	EA.	$ 100.00	$ 100.00
ADJUST FIRE HYDRANT TO GRADE	1	EA.	$ 1,000.00	$ 1,000.00
REMOVE & DISPOSE EXISTING SIGNS	9	L.F.	$ 150.00	$ 1,350.00
				$ -
				$ -
				$ -
				$ -
STREET IMPROVEMENTS SUB-TOTAL				**$ 1,340,424.28**
10% CONTINGENCY				$ 134,042.43
TRAFFIC CONTROL	1	L.S.	$ 40,547.83	$ 40,547.83
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 58,978.67	$ 58,978.67
STREET IMPROVEMENTS TOTAL				**$ 1,573,993.21**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX		EA.	$ 2,200.00	$ -
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 6" MAIN		EA.	$ 3,500.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -
REMOVE EXISTING BLIND FLANGE		EA.	$ 475.00	$ -
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

OTHER				
				$ -
				$ -
				$ -
				$ -
POTABLE WATER IMPROVEMENTS SUB-TOTAL				**$ -**
10% CONTINGENCY				$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
POTABLE WATER IMPROVEMENTS TOTAL				**$ -**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX		EA.	$ 2,200.00	$ -
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -
REMOVE EXISTING BLIND FLANGE		L.S.	$ 475.00	$ -
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

OTHER				
				$ -
				$ -
				$ -
				$ -
RECYCLED WATER IMPROVEMENTS SUB-TOTAL				**$ -**
10% CONTINGENCY				$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
RECYCLED WATER IMPROVEMENTS TOTAL				**$ -**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY		L.F.	$ 40.00	$ -
(NOT IN PAVED STREET)				
10" IN EASEMENT AREA ONLY		L.F.	$ 60.00	$ -
(NOT IN PAVED STREET)				
12" & LARGER IN EASEMENT AREA ONLY		L.F.	$ 63.00	$ -
(NOT IN PAVED STREET)				
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 70.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 75.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 80.00	$ -
15" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
21" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
24" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
MANHOLE				
MANHOLE		EA.	$ 4,050.00	$ -
DROP MANHOLE		EA.	$ 4,100.00	$ -
VAULT		EA.	$ 3,500.00	$ -
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$ 1,750.00	$ -
MONITORING MANHOLE		EA.	$ 4,100.00	$ -
CLEANOUT		EA.	$ 1,750.00	$ -
REMOVE/ABANDON EXISTING MANHOLE		EA.	$ 1,200.00	$ -
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$ 55.00	$ -
GREATER THAN 12" DIAMETER		L.F.	$ 70.00	$ -
LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$ 2,925.00	$ -
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$ 42.00	$ -
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$ 70.00	$ -
SEWER CHIMNEY		EA.	$ 1,170.00	$ -
SEWER SADDLE		EA.	$ 1,170.00	$ -
WYE 4" x 8" TYPICAL		EA.	$ 115.00	$ -
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$ 1,750.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

OTHER				
				$ -
				$ -
				$ -
				$ -
SANITARY SEWER IMPROVEMENTS SUB-TOTAL				
10% CONTINGENCY				
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
SANITARY SEWER IMPROVEMENTS TOTAL				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

Date	5/12/2025
Project Number	0437-110
Plancheck Number	EPA2400995
Location	TR20562 OFF-SITE (HAVEN)
Computed By	L.D. KING
Contact Phone	909-945-0526
Contact Email	cberard@ldking.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
RCP STORM DRAIN				
RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER				
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 58.50	$ -
36" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 117.00	$ -
INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
66" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 260.00	$ -
72" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 290.00	$ -
78" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 305.00	$ -
84" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 330.00	$ -
90" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 350.00	$ -
96" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 365.00	$ -
102" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 470.00	$ -
108" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 480.00	$ -
LATERAL				
18" RCP OR SMALLER	65	L.F.	$ 45.00	$ 2,925.00
INC. EXC., BACKFILL & PVMT RESTORATION				
MANHOLE		EA.	$ 4,500.00	$ -
CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$ 409.50	$ -
7' WIDE - CB WITH SCREEN INLET		E.A.	$ 3,900.00	$ -
10' WIDE- CB WITH SCREEN INLET		E.A.	$ 4,200.00	$ -
14' WIDE - CB WITH SCREEN INLET	2	E.A.	$ 4,700.00	$ 9,400.00
21' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,900.00	$ -
LOCAL DEPRESSION FOR UP TO 10' WIDE CB		L.S.	$ 585.00	$ -
LOCAL DEPRESSION FOR > 10' WIDE CB	2	L.S.	$ 1,200.00	$ 2,400.00
REINFORCED CONCRETE BOX				
INC. EXC., BACKFILL & PVMT RESTORATION				
4' X 6' RCB		L.F.	$ 400.00	$ -
7' X 6' RCB		L.F.	$ 470.00	$ -
7' X 8.5' RCB		L.F.	$ 560.00	$ -
7' X 9.5' RCB		L.F.	$ 575.00	$ -
8' X 11' RCB		L.F.	$ 585.00	$ -
8' X 13' RCB		L.F.	$ 600.00	$ -
9' X 9' RCB		L.F.	$ 610.00	$ -
9' X 12' RCB		L.F.	$ 650.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

OUTLET STRUCTURE		EA.	$ 700.00	$ -
INLET STRUCTURE		EA.	$ 700.00	$ -
TRANSITION STRUCTURE		EA.	$ 1,700.00	$ -
OTHER				
BRICK AND MORTAR PLUG	1	EA.	$ 250.00	$ 250.00
CSP RISER		EA.	$ 900.00	$ -
TEMPORARY 36" CSP-16 GUAGE		L.F.	$ 62.00	$ -
42" RCP INC. EXC., BACKFILL & PVMT RESTORATION	93	L.F.	$ 136.50	$ 12,694.50
STORM DRAIN IMPROVEMENTS SUB-TOTAL				**$ 27,669.50**
10% CONTINGENCY				$ 2,766.95
TRAFFIC CONTROL	1	L.S.	$ 837.00	$ 837.00
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 1,217.46	$ 1,217.46
STORM DRAIN IMPROVEMENTS TOTAL				**$32,490.91**

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20562 ON SITE IMPROVEMENTS

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: **$3,849,853.05**
Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: Venezia Gamboa
Address: 790 The City Drive South Suite 200
Orange, CA 92868

PAYMENT BOND: **$3,849,853.05**
Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: Venezia Gamboa
Address: 790 The City Drive South Suite 200
Orange, CA 92868

GUARANTEE AND WARRANTY SECURITY BOND: **$**
To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: **$12,700**
Amount deposited per Cash Receipt No. 367779
Date: 5/27/2025

[BONDS ATTACHED BEHIND THIS PAGE]

Bond#: 024282442
Premium: $15,214/Annually

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT 20562

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20562 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SL Ontario Development Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and THE OHIO CASUALTY INSURANCE COMPANY ("SURETY"), a corporation organized and existing under the laws of the State of NEW HAMPSHIRE, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum **Three Million, Eight Hundred Three Thousand, Four Hundred Forty Six Dollars and Ninety Three Cents ($3,803,446.93)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on DECEMBER 16, 2024.

THE OHIO CASUALTY INSURANCE COMPANY

Name of Surety

790 THE CITY DRIVE SOUTH SUITE 200

ORANGE, CA 92868

Mailing Address of Surety

(714) 931-5951

Telephone No. of Surety

By: _____

Venezia Gamboa, Attorney in Fact

SL ONTARIO DEVELOPMENT COMPANY, LLC a Delaware limited liability company,

Principal

By: _____

Title: Authorized Agent

and

By: _____

Title: _____

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

A XV

RISK MANAGEMENT

DATE 5/22/25

SURETY APPROVED ONLY

INITIAL S.V

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

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

Certificate No: **8212277-000001**

POWER OF ATTORNEY

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, Antonio Alvarado; Victor A. Ballesteros; Erika Bergmann; Ryan Blackwell; Jane E. Block; Nicholas Broderick; Hannah D'Sylva; Meghan Doyle; Brendan Fix; Venezia Gamboa; Sandra Gaytan; Lisa Harris; Vu Ho; Jim Hume; M. Jacobson; Naren Kang; Malia Kiger; Maricela Lares; Dulce Marin Aguilar; Jenny T. Nguyen; Alice-Diana Niculita; Rajan Patel; Jennifer Pham Salling; Alex Sanchez; Gerald Schumacher; Michael Stein; Esmeralda Ureno; Lucia Guadalupe Villarreal; Phung Vo; Kevin Vong

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 15th day of August, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of August, 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 16 day of December, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On December 16, 2024 before me, VU HO, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared VENEZIA GAMBOA
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VU HO
Commission # 2423945
Notary Public - California
ORANGE County
My Comm. Expires OCT 28, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: VENEZIA GAMBOA
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: THE OHIO CASUALTY INSURANCE COMPANY

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On December 19, 2024 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Bond#: 024282442
Premium: Included in Performance Bond

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT 20562

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20562 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SL Ontario Development Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and THE OHIO CASUALTY INSURANCE COMPANY ("SURETY"), a corporation organized and existing under the laws of the State of NEW HAMPSHIRE, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Three Million, Eight Hundred Three Thousand, Four Hundred Forty Six Dollars and Ninety Three Cents ($3,803,446.93)**, said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on DECEMBER 16, 2024.

THE OHIO CASUALTY INSURANCE COMPANY

Name of Surety

790 THE CITY DRIVE SOUTH SUITE 200

ORANGE, CA 92868

Mailing Address of Surety

(714) 931-5951

Telephone No. of Surety

By: _____

Venezia Gamboa, Attorney in Fact

SL ONTARIO DEVELOPMENT COMPANY, LLC a Delaware limited liability company,

Principal

By: _____

Title: Authorized Agent

and

By: _____

Title: _____

A XV

RISK MANAGEMENT

DATE 5/22/26

SURETY APPROVED ONLY

INITIAL SV

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

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

Certificate No: **8212277-000001**

POWER OF ATTORNEY

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, Antonio Alvarado; Victor A. Ballesteros; Erika Bergmann; Ryan Blackwell; Jane E. Block; Nicholas Broderick; Hannah D'Sylva; Meghan Doyle; Brendan Fix; Venezia Gamboa; Sandra Gaytan; Lisa Harris; Vu Ho; Jim Hume; M. Jacobson; Naren Kang; Malia Kiger; Maricela Lares; Dulce Marin Aguilar; Jenny T. Nguyen; Alice-Diana Niculita; Rajan Patel; Jennifer Pham Salling; Alex Sanchez; Gerald Schumacher; Michael Stein; Esmeralda Ureno; Lucia Guadalupe Villarreal; Phung Vo; Kevin Vong

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 15th day of August, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of August, 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 16 day of Oct., 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On December 16, 2024 before me, VU HO, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared VENEZIA GAMBOA
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

TU54 VU HO Commission # 2423945 Notary Public - California ORANGE County My Comm. Expires OCT 28, 2026 TU54

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: VENEZIA GAMBOA
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: THE OHIO CASUALTY INSURANCE COMPANY

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On December 19, 2024 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lacie Vick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Liberty Mutual. SURETY

BOND RIDER

A XV
RISK MANAGEMENT
DATE 5/22/2025
SURETY APPROVED ONLY
INITIAL SV

To be attached to and form a part of :

Bond No.: **024282442**

Cross Ref Bond No.:

Type of Bond: Subdivision Performance and Payment Bond

Dated effective: 11/19/2024

Executed by: SL Ontario Development Company, LLC, a Delaware Limited Liability Company, as Principal,

And by: The Ohio Casualty Insurance Company, as Surety,

In favor of: City of Ontario

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: Bond Amount

From: $3,803,446.93

Three Million Eight Hundred Three Thousand Four Hundred Forty-six Dollars And Ninety-three Cents

To: $3,849,853.05

Three Million Eight Hundred Forty-nine Thousand Eight Hundred Fifty-three Dollars And Five Cents

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: 05/20/2025

Signed and Sealed on: 05/20/2025

Principal Name: SL Ontario Development Company, LLC, a Delaware Limited Liability Company

By: Authorized Agent

Surety Name: The Ohio Casualty Insurance Company

By: Venezia Gamboa, Attorney in Fact

Agency Name: Lewis Management Corp

Agency Address: 1156 N Mountain Ave, Upland, CA 91786

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 05/20/2025 before me, Victor Quant, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Venezia Gamboa
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VICTOR J. QUANT
Notary Public - California
Orange County
Commission # 2450432
My Comm. Expires Jun 17, 2027

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rider

Document Date: 05/20/2025 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Venezia Gamboa
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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POWER OF ATTORNEY

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

Certificate No: 8213181 - 000001

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, Alex Sanchez, Alexis Montoya, Antonio Alvarado, Brendan Fix, Christine Lloyd, Dulce Marin Aguilar, Esmeralda Ureno, Gerald Schumacher, Hannah D'Sylva, Jane E. Block, Jenny T. Nguyen, Jim Hume, Jorge Abita-Neves, Kevin Vong, Lisa Harris, Lucia Guadalupe Villarreal, M.Jacobson, Maricela Lares, Michael Stein, Naren King, Nicholas Broderick, Phung Vo, Rajan Patel, Ryan Blackwell, Sandra Gaytan, Ted Collins, Venezia Gamboa, Victor A. Ballesteros, Victor Quant, Vu Ho

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 21st day of February, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of February, 2025 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, 2029
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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 20th day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 21, 2025 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond Rider 024282442
Document Date: 5/20/25 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bryan Goodman
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
■ Other: Authorized Aggent
Signer Is Representing:
SL Ontario Development Company, LLC

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20562 OFF SITE IMPROVEMENTS

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: **$1,606,484.12**
Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: Venezia Gamboa
Address:790 The City Drive South Suite 200
Orange, CA 92868

PAYMENT BOND: **$1,606,484.12**
Surety: The Ohio Casualty Insurance Company
Attorney-in-fact: Venezia Gamboa
Address:790 The City Drive South Suite 200
Orange, CA 92868

GUARANTEE AND WARRANTY SECURITY BOND: **$160,648.41**
To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

[BONDS ATTACHED BEHIND THIS PAGE]

Executed In Duplicates

Bond#: 024286191
Premium: $6,426/Annually

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT 20562

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20562 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SL Ontario Developement Company, LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **[One Million Six Hundred Six Thousand Four Hundred Eighty-Four Dollars and Twelve Cents]** DOLLARS ($**[1,606,484.12]**), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 20th, 2025.

The Ohio Casualty Insurance Company
Name of Surety

790 The City Drive South, Suite 200 Orange, CA 92868
Mailing Address of Surety

(714) 931-5951
Telephone No. of Surety

By: _____
Venezia Gamboa, Attorney in Fact

SL Ontario Developement Company, LLC, a Delaware Limited Liability Company
Principal

By: _____
Title: Authorized Agent

and

By: _____
Title: _____

A XU
RISK MANAGEMENT
DATE 5/22/2025
SURETY APPROVED ONLY
INITIAL SU

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 05/20/2025 before me, Victor Quant, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Venezia Gamboa
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VICTOR J. QUANT
Notary Public - California
Orange County
Commission # 2450432
My Comm. Expires Jun 17, 2027

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment and Performance Bond

Document Date: 05/20/2025 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Venezia Gamboa
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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POWER OF ATTORNEY

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

Certificate No: **8213181 - 000001**

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, Alex Sanchez, Alexis Montoya, Antonio Alvarado, Brendan Fix, Christine Lloyd, Dulce Marin Aguilar, Esmeralda Ureno, Gerald Schumacher, Hannah D'Sylva, Jane E. Block, Jenny T. Nguyen, Jim Hume, Jorge Abita-Neves, Kevin Vong, Lisa Harris, Lucia Guadalupe Villarreal, M.Jacobson, Maricela Lares, Michael Stein, Naren King, Nicholas Broderick, Phung Vo, Rajan Patel, Ryan Blackwell, Sandra Gaytan, Ted Collins, Venezia Gamboa, Victor A. Ballesteros, Victor Quant, Vu Ho

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 21st day of February, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of February, 2025 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 20th day of May, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 21, 2025 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 024286191
Document Date: 5/20/25 Number of Pages: 4
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bryan Goodman
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: Authorized Aggent
Signer Is Representing:
SL Ontario Development Company, LLC

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Executed In Duplicates

Bond#: 024286191
Premium: Included in Performance Bond

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT 20562

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20562 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SL Ontario Developement Company, LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and The Ohio Casualty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New Hampshire, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **[One Million Six Hundred Six Thousand Four Hundred Eighty-Four Dollars and Twelve Cents]** DOLLARS, (**$1,606,484.12]**), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 20th, 2025.

The Ohio Casualty Insurance Company
Name of Surety

790 The City Drive South, Suite 200 Orange, CA 92868
Mailing Address of Surety

(714) 931-5951
Telephone No. of Surety

By: Venezia Gamboa, Attorney in Fact

SL Ontario Developement Company, LLC, a Delaware Limited Liability Company
Principal

By:
Title: Authorized Agent

and

By:
Title:

A XV
RISK MANAGEMENT
DATE 5/22/2025
SURETY APPROVED ONLY
INITIAL SV

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 05/20/2025 before me, Victor Quant, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Venezia Gamboa
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

VICTOR J. QUANT
Notary Public - California
Orange County
Commission # 2450432
My Comm. Expires Jun 17, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment and Performance Bond

Document Date: 05/20/2025 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Venezia Gamboa
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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POWER OF ATTORNEY

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

Certificate No: **8213181 - 000001**

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, Alex Sanchez, Alexis Montoya, Antonio Alvarado, Brendan Fix, Christine Lloyd, Dulce Marin Aguilar, Esmeralda Ureno, Gerald Schumacher, Hannah D'Sylva, Jane E. Block, Jenny T. Nguyen, Jim Hume, Jorge Abita-Neves, Kevin Vong, Lisa Harris, Lucia Guadalupe Villarreal, M.Jacobson, Maricela Lares, Michael Stein, Naren King, Nicholas Broderick, Phung Vo, Rajan Patel, Ryan Blackwell, Sandra Gaytan, Ted Collins, Venezia Gamboa, Victor A. Ballesteros, Victor Quant, Vu Ho

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 21st day of February, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of February, 2025 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 20 day of MAY, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 21, 2025 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 024286191
Document Date: 5/20/25 Number of Pages: 4
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bryan Goodman
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
■ Other: Authorized Aggent
Signer Is Representing:
SL Ontario Development Company, LLC

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Executed In Duplicates

Bond#: 024286191
Premium: Included in Performance Bond

CITY OF ONTARIO

SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: TRACT 2056

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20562 require that the City Council of the City of Ontario, State of California, and SL Ontario Developement Company, LLC, a Delaware Limited Liability Company ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and The Ohio Casualty Insurance Company a New Hampshire Corporation, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Ontario as obligee ("CITY"), in the penal sum of One Hundred Sixty Thousand Six Hundred Fourth-Eight Dollars and Forty-One Cents ($ 160,648.41) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 20th, 2025.

The Ohio Casualty Insurance Company
Name of Surety

790 The City Drive South, Suite 200 Orange, CA 92868
Mailing Address of Surety

(714) 931-5951
Telephone No. of Surety

By: Venecia Gamboa,Attorney in Fact

SL Ontario Developement Company, LLC, a Delaware Limited Liability Company
Principal

By:
Title: Authorized Agent

and

By:
Title:

A XV
RISK MANAGEMENT
DATE 5/22/2025
SURETY APPROVED ONLY
INITIAL SV

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 05/20/2025 before me, Victor Quant, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Venezia Gamboa
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

VICTOR J. QUANT
Notary Public - California
Orange County
Commission # 2450432
My Comm. Expires Jun 17, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: 05/20/2025 Number of Pages:
Signer(s) Other Than Named Above: Bond

Capacity(ies) Claimed by Signer(s)

Signer's Name: Venezia Gamboa
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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POWER OF ATTORNEY

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

Certificate No: **8213181 - 000001**

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, Alex Sanchez, Alexis Montoya, Antonio Alvarado, Brendan Fix, Christine Lloyd, Dulce Marin Aguilar, Esmeralda Ureno, Gerald Schumacher, Hannah D'Sylva, Jane E. Block, Jenny T. Nguyen, Jim Hume, Jorge Abita-Neves, Kevin Vong, Lisa Harris, Lucia Guadalupe Villarreal, M.Jacobson, Maricela Lares, Michael Stein, Naren King, Nicholas Broderick, Phung Vo, Rajan Patel, Ryan Blackwell, Sandra Gaytan, Ted Collins, Venezia Gamboa, Victor A. Ballesteros, Victor Quant, Vu Ho

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 21st day of February, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of February, 2025 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 20th day of May, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 21, 2025 before me, Lacie Vick, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bryan Goodman
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LACIE VICK
Notary Public - California
San Bernardino County
Commission # 2421003
My Comm. Expires Oct 13, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lacie Vick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 024286191
Document Date: 5/20/25 Number of Pages: 4
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bryan Goodman
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
■ Other: Authorized Aggent
Signer Is Representing:
SL Ontario Development Company, LLC

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jay Bautista Department: Public Works Prepared By: Craig Cruz Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc., of Alviso, California, to provide maintenance services for the City's traffic signals and traffic signal system in the amount of $2,385,000 increasing the total not-to-exceed contract amount from $2,115,000 to $4,500,000 and authorize the City Manager, or his designee, to execute future amendments within the authorization limits.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment No. 2 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc. is in the amount of $2,385,000 increasing the total not-to-exceed contract amount from $2,115,000 to $4,500,000. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for maintenance services for the City's traffic signals and traffic signal system.

BACKGROUND & ANALYSIS: In June 2023, the City awarded a contract to Bear Electrical Solutions, Inc. for maintenance services for three years with two additional one-year terms at the City's discretion. The City is currently in year two of the contract and expenses are approximately $900,000 per year for traffic signal and traffic signal system maintenance. This Amendment will cover up to year five of the contract should the City elect for the extensions.

While the unit pricing on the contract has remained the same, the proposed Amendment would increase the not-to-exceed compensation amount to accommodate the increase in response calls

compared to previous years due to aging traffic signal equipment, unforeseen traffic signal pole knockdowns, and newly added traffic signals.

While this action contemplates an increase in compensation in excess of 20%, the increase does not require further competitive solicitation because the increase is less than the probable cost to procure these services through a further competitive solicitation because a different vendor would be required to incur substantial costs that Bear Electrical Solutions, Inc. will be able to avoid as a result of its existing mobilization on its existing 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
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BEAR ELECTRICAL SOLUTIONS, 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 **Bear Electrical Solutions, Inc., a California Corporation ("Contractor")**. City and **Contractor** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Contactor** have entered into an agreement entitled **"Traffic Signal Maintenance Services**" dated **August 16, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Contractor** desire to amend the Agreement to **increase the not-to-exceed compensation amount.** The Parties have previously entered into Amendment No. 1 dated July 17, 2024.

2.3 Amendment Authority. This Amendment No. **2** is authorized pursuant to **Section 3.7.11** of the Agreement.

3. Terms.

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

> 3.2.1 Compensation. 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 **Two Million, Three Hundred Eighty-Five Thousand and 00/100 Dollars ($2,385,000.00)** for Amendment No. **2**, resulting in not-to-exceed amount of **Four Million, Five Hundred Thousand and 00/100 Dollars ($4,500,000.00)** for the agreement 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. Exhibit **"C"** is

hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BEAR ELECTRICAL SOLUTIONS, 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

BEAR ELECTRICAL SOLUTIONS, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

Attachment A

EXHIBIT "C"
COMPENSATION

ROUTINE AND PREVENTATIVE MAINTENANCE ITEMS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Routine and Preventative Maintenance of Traffic Signal and Safety Lighting Systems per intersection every other month	265	Each	$75.00	$19,875.00
A	**Annual Cost for Item 1: Multiply Item 1 Total by 6**				**$119,250.00**
2	Routine and Preventative Maintenance of Flashing Beacons per location twice per year	11	Each	$30.00	$330.00
3	Routine and Preventative Maintenance of Lighted Crosswalk System per location twice per year	2	Each	$30.00	$60.00
4	Routine and Preventative Maintenance of Radar Feedback Signs per location twice per year	12	Each	$30.00	$360.00
5	Routine and Preventative Maintenance of Rectangular Rapid Flashing Beacons per location twice per year	10	Each	$30.00	$300.00
B	**Annual Cost for Items 2 - 5 Add Items 2 – 5 and Multiply Total by 2**				**$2,100.00**
ANNUAL COST – ROUTINE AND PREVENTATIVE MAINTENANCE Add A and B					**$121,350.00**

EXTRAORDINARY MAINTENANCE ITEMS - RATES			
The following items are representative of the most common Extraordinary Maintenance Items to be encountered during the course of this contract, and will establish the rates for actual Extraordinary Maintenance performed. Any items required, but not listed in this table, will be paid at the actual invoice price paid by the Contractor. Unit prices shall include all costs to complete the item including material, equipment and labor.			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
5	Furnish and replace complete safety lamp head assembly	Each	$120.00
6	Furnish and replace inoperable safety light head assembly with complete LED head assembly	Each	$400.00
7	Furnish and replace inoperable IISNS lamp	Each	$85.00
8	Furnish and replace IISNS sign panel	Each	$840.00
9	Furnish and replace IISNS assembly with RSNS assembly (Safeway Sign Co SSGT)	Each	$1,400.00
10	Furnish and install new RSNS assembly (Safeway Sign Co SSGT)	Each	$1,300.00
11	Furnish and install EVP detector and discriminator card in cabinet complete with wiring, one approach (excludes auxiliary panel)	Each	$7,675.00
11A	Add 722 optical detector per approach (maximum 4 approaches per intersection)	Each	$1,710.00
12	Furnish and install video detection camera including wiring to the cabinet, one approach	Each	$6,365.00
13	Furnish and install wireless radio communications antenna and wiring to the cabinet, bi-directional	Each	$2,345.00
14	Furnish and install traffic signal vehicle head complete with 12-inch indications	Each	$620.00
15	Furnish and install pedestrian indication assembly complete with countdown LED module	Each	$750.00
16	Furnish and install complete Pedestrian Push Button (PPB) assembly	Each	$240.00
17	Furnish and install replacement PPB sign plate	Each	$92.00
18	Align traffic signal vehicle or pedestrian head, EVP detector, or radio antenna	Each	$68.00
19	Paint pedestrian head and framework at intersection	Each	$425.00

20	Paint vehicle signal head, backplates and framework at intersection	Each	$85.00
21	Paint PPB assembly at intersection	Each	$70.00
22	Furnish and install Type III-CF electrical service cabinet assembly	Each	$11,500.00
23	Furnish and install temporary controller cabinet assembly for emergency operation	Each	$2,200.00
24	Furnish and install fully wired controller cabinet assembly	Each	$33,000.00
25	Complete testing of New NEMA TS-1/TS-2 Traffic Signal controller cabinet including all internal components and written certification	Each	$1,200.00
26	Furnish and replace No 6 Pull Box and cover	Each	$1,300.00
27	Furnish and install Type D or E 6-foot diameter round traffic loop, including saw-cut lead-in cable and splicing with approved sealant	Each	$770.00
28	Furnish and install 12-inch Red Ball LED Indication	Each	$100.00 ($165 for off-hours)
29	Furnish and install 12-inch Yellow Ball LED Indication	Each	$100.00
30	Furnish and install 12-inch Green Ball LED Indication	Each	$100.00
31	Furnish and install 12-inch Red Arrow LED Indication	Each	$100.00 ($165 for off-hours)
32	Furnish and install 12-inch Yellow Arrow LED Indication	Each	$100.00
33	Furnish and install 12-inch Green Arrow LED Indication	Each	$100.00
34	Install City furnished LED indication	Each	$68.00
35	Install City furnished fiber optic switches and cabling inside the cabinet	Each	$250.00
36	USA Ticket Mark-outs	Each	$125.00

SPECIALTY EQUIPMENT RATES ONLY Pick-up trucks, Service trucks, and Service bucket trucks are not considered specialty as they are essential to the completion of this contract, as such no job/trip charges are allowed for these vehicles.		
ITEM	DESCRIPTION OF EQUIPMENT	COST
37	Crane Truck	$650.00/job trip….
38	Water Truck	$320.00/job trip….
39	Dump Truck	$320.00/job trip….
40	Concrete Saw and Truck	$50.00/job trip….
41	Complete Paint Rig	$80.00/job trip….
42	Jack Hammer/Compressor	$25.00/job trip….
43	Trencher and Backhoe	$2,500.00/job trip….

LABOR RATES ONLY				
The following are the fully burdened billing rates for employees for all job classifications involved in extraordinary maintenance. The Contractor is to comply with all applicable labor laws. Regular time is defined as normal working hours. Overtime refers to additional hours beyond regular working hours. Double time refers to work during off-hours, weekends, holidays, and shifts over 10+ consecutive hours.				
ITEM	TITLE	HOURLY RATE		
		Regular Time	Overtime	Double Time
44	Superintendent	$115.00	$150.00	$175.00
45	Engineering Technician	$115.00	$150.00	$175.00
46	Laboratory Technician	$110.00	$140.00	$165.00
47	Maintenance Technician - Lead	$115.00	$150.00	$174.00
48	Maintenance Technician	$110.00	$140.00	$165.00
49	Service Laborer	$90.00	$110.00	$130.00
50	Safety Light Technician	$90.00	$110.00	$130.00

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Angel Hamilton Department: Prepared By: Angel Hamilton Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS ON THE SAN BERNARDINO COUNTY TAX ROLLS**

RECOMMENDATION: That the City Council adopt a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations and placing assessments on the San Bernardino County Tax Rolls.

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

FISCAL IMPACT: The levy of special assessments will result in the recovery of $518,025.92 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of $92,310.00 associated with civil penalties and/or fines for continued violations, for a total of $610,335.92 related to 843 parcels. When received, these reimbursements will be deposited into the General Fund. The special assessment revenue is included in the Fiscal Year 2025-26 Adopted Budget.

BACKGROUND & ANALYSIS: The City has established administrative citations and fines for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code). The City and County currently have a contractual agreement regarding the implementation of special assessments; however, a Resolution authorizing the placement of the specific assessments is required. During this assessment cycle, the Community Improvement Department has billed

property owners for: the abatement of violations; the issuance of fines associated with administrative citation; the issuance of fees and penalties associated with the Systematic Health and Safety Inspection Program; the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program; the issuance of notice and re-inspection fees; and, civil penalties for the Weed and Refuse Abatement Program on 4633 parcels. Of these, there are remaining amounts due on 843 parcels. Attached are itemized accounts that include: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. The expenditure list, including all corrections, adjustments, and payments received prior to July 31, 2025, will be submitted to the County prior to the August 10th, 2025, deadline for its 2025/2026 tax rolls. All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a) and have either not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES AND RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF THE MUNICIPAL CODE

WHEREAS, Section 7 to Article XI of the California Constitution authorizes the City of Ontario ("City") to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 1 to Volume I of the City's Municipal Code ("Code") provides for (a) the assessment of civil penalties for continued violations of the Code (Chapter 2), (b) a uniform procedure before imposing special assessments (Chapter 4), and (c) fines associated with administrative citations to be collected by such special assessments (Chapter 5); and

WHEREAS, Chapter 22 to Title 5 to Volume I of the Code and Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (published on January 1, 1997, by the International Code Council) provide for the abatement of property nuisances by repair, rehabilitation, demolition, or removal ("Abatement"); and

WHEREAS, Chapter 17 to Title 8 to Volume II of the Code provides for the collection of unpaid service fees, plus any penalties and accrued interest by special assessment; and

WHEREAS, the City entered into a cooperation and reimbursement agreement ("Cooperation Agreement") for the Abatement of dangerous buildings and properties throughout the City ("Abatement") whereby the Ontario Redevelopment Agency made an advance to the City to effect such Abatement in the amount of $150,000 (Resolution Nos. 94-12 and ORA-464, and Cooperation Agreement dated February 22, 1994), $150,000 (Resolution Nos. 94-112 and ORA-499, and Cooperation Agreement dated November 15, 1994), $30,000 (Resolution Nos. 94-113 and ORA-500, and Cooperation Agreement dated November 15, 1994), and $100,000 (Cooperation Agreement dated July 16, 1996) ("Abatement Costs"); and

WHEREAS, California Government Code section 38773.5 and the Code (Sections 5-22.07(a)(2) and (c) to Chapter 22 to Title 5 of Volume I) authorize the City to impose special assessments on property tax bills to recover Abatement Costs; and

WHEREAS, the City desires to impose the special assessments as set forth in Exhibit A (Costs Associated with Inspection or Abatement), Exhibit B (Civil Penalties and/or Fines for Continued Violations), and Exhibit C (Total Amounts per Parcel), all of which are attached hereto and incorporated herein by reference; and

WHEREAS, the owners of all parcels listed in Exhibit A, B, and C were given notice of imposition of such special assessments pursuant to Section 1-4.05(a) to Title 1 to

Volume I of the Code, and have not requested an appeal or have exhausted the appellate procedure as provided in Section 1-4.05(b) to Title 1 to Volume I of the Code; and

WHEREAS, California Government Code sections 29304 and 51800 authorize the County of San Bernardino ("County") to recoup its collection of costs when the County collects taxes, fees, or assessments for the City; and

WHEREAS, the City and the County executed a contract dated June 17, 1997, for the collection of said assessments.

NOW THEREFORE, THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

SECTION 2. Approval. The City Council hereby confirms and approves the imposition of special assessments as set forth in Exhibits A, B, and C; and directs that Exhibit C be sent to the County's Auditor-Controller to be collected on the County tax roll.

SECTION 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications; and to this end the provisions of this Resolution are declared to be severable.

SECTION 4. Certification. The City Clerk shall certify adoption of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 1st day of July, 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 July 1, 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 July 1, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Community Improvement Department
2025/2026 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	138.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	138.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	138.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	138.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	276.00
0108-471-27	1548 E EIGHTH ST, Unit:A, Ontario, CA 91764	138.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	138.00
0108-481-18	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-21	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-22	0 E OLIVE ST, Ontario, CA 91764	140.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	1,104.00
0108-511-38	1456 E FIFTH ST, Unit:2, Ontario, CA 91764	138.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	138.00
0108-533-37	1718 E BONNIE BRAE CT, Ontario, CA 91764	138.00
0108-534-05	1709 E BONNIE BRAE CT, Ontario, CA 91764	92.00
0108-571-38	1668 E HIGHLAND ST, Ontario, CA 91764	138.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	138.00
0108-611-10	1412 E SEVENTH ST, Ontario, CA 91764	138.00
0108-622-54	1836 N SAN DIEGO AV, Ontario, CA 91764	138.00
0110-013-27	512 N GROVE AV, Ontario, CA 91764	140.00
0110-013-59	1235 E D ST, Unit:10, Ontario, CA 91764	138.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	138.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	138.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	552.00
0110-042-11	1412 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-17	1401 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-37	1438 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-061-01	1375 E HOLT BL, Ontario, CA 91761	10,728.41
0110-061-04	1323 E HOLT BL, Ontario, CA 91761	140.00
0110-061-23	1348 E NOCTA ST, Ontario, CA 91761	4,600.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	140.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	140.00

Parcel Number	Address	Amount Due
0110-072-17	126 N LASSEN PL, Ontario, CA 91761	552.00
0110-072-24	125 N LASSEN PL, Ontario, CA 91761	368.00
0110-131-09	1328 E HOLT BL, Ontario, CA 91761	140.00
0110-144-05	1625 E G ST, Building:1, Unit:A, Ontario, CA 91764	5,060.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	1,075.00
0110-191-42	1725 E G ST, Building:F, Unit:1, Ontario, CA 91764	4,876.00
0110-202-39	915 N GLENN AV, Ontario, CA 91764	138.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	140.00
0110-203-08	946 N GLENN AV, Ontario, CA 91764	138.00
0110-213-17	1259 E G ST, Ontario, CA 91764	138.00
0110-241-57	1752 E G ST, Ontario, CA 91764	140.00
0110-254-18	416 N IMPERIAL AV, Unit:26, Ontario, CA 91764	138.00
0110-261-16	405 N VINEYARD AV, Ontario, CA 91764	738.24
0110-261-26	1780 E FLORA ST, Ontario, CA 91764	138.00
0110-261-74	1741 E D ST, Ontario, CA 91764	138.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	138.00
0110-281-11	623 N CALAVERAS AV, Building:A, Ontario, CA 91764	138.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	138.00
0110-296-26	1327 E FLORA ST, Ontario, CA 91764	91.00
0110-321-29	2626 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-74	2350 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-75	0 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-76	0 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-77	2630 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	140.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	647.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	647.00
0110-332-03	1814 E FOURTH ST, Unit:A, Ontario, CA 91764	414.00
0110-332-20	1039 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-22	1027 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-25	1009 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-26	1003 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-01	1015 N VINEYARD AV, Unit:A, Ontario, CA 91764	368.00
0110-334-08	1026 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-342-14	1600 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-15	1696 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-16	1704 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-17	1710 E FOURTH ST, Ontario, CA 91764	368.00

Parcel Number	Address	Amount Due
0110-342-18	1716 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-19	1722 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-20	1726 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-21	1732 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-22	1738 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-26	1760 E FOURTH ST, Ontario, CA 91764	368.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	368.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	707.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	138.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	138.00
0110-371-02	1793 E PLAZA SERENA ST, Ontario, CA 91764	138.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	552.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	138.00
0110-411-11	619 N MARIPOSA AV, Ontario, CA 91764	92.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	138.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	138.00
0110-521-01	1720 E D ST, Building:10, Unit:A, Ontario, CA 91761	20,976.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	184.00
0113-211-28	1237 E AIRPORT DR, Unit:A, Ontario, CA 91761	184.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	140.00
0113-415-05	1756 E ACACIA ST, Ontario, CA 91761	276.00
0113-415-06	1764 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-07	1768 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-08	1804 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-09	1806 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-10	1802 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-11	1766 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-25	1807 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-28	1805 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-29	1801 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-31	1755 E ELM ST, Unit:A, Ontario, CA 91761	552.00
0113-534-20	2024 E BANYAN ST, Ontario, CA 91761	46.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	138.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	138.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	138.00

Parcel Number	Address	Amount Due
0209-351-39	1920 E HIGHLAND CT, Ontario, CA 91764	138.00
0209-381-21	1561 N ISADORA WY, Ontario, CA 91764	138.00
0209-381-25	1533 N ISADORA WY, Ontario, CA 91764	138.00
0209-422-53	1814 N VINEYARD AV, Unit:G, Ontario, CA 91764	138.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	138.00
0210-182-48	1005 N CENTER AV, Building:10, Unit:10101, Ontario, CA 91764	7,728.00
0210-182-49	1005 N CENTER AV, Ontario, CA 91764	28,704.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	140.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	140.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	140.00
0210-193-14	3480 SHELBY ST E	140.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	140.00
0210-211-36	3998 E INLAND EMPIRE BL, Bldg:1, Unit:400, Ontario, CA 9176	1,438.24
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	138.00
0210-292-22	1729 E HAWTHORNE ST, Ontario, CA 91764	92.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	138.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	138.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	138.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	92.00
0210-352-52	2028 E YALE ST, Unit:A, Ontario, CA 91764	46.00
0210-354-01	2033 E YALE ST, Ontario, CA 91764	138.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	138.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	552.00
0210-411-11	3240 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-17	3221 E TRIUMPH LN, Unit:1, Ontario, CA 91764	414.00
0210-411-26	741 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-28	721 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	184.00
0210-411-31	3132 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-50	750 N CORVETTE DR, Unit:A, Ontario, CA 91764	552.00
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	138.00
0210-431-77	1054 N TURNER AV, Building:29, Unit:167, Ontario, CA 91764	92.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	138.00
0210-432-05	1048 N TURNER AV, Building:33, Unit:191, Ontario, CA 91764	138.00
0210-433-07	1002 N TURNER AV, Building:47, Unit:277, Ontario, CA 91764	138.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	138.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	138.00
0210-531-17	955 N DUESENBERG DR, Unit:2102, Ontario, CA 91764	27,600.00
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	138.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	138.00
0211-191-11	1590 S ARCHIBALD AV, Ontario, CA 91761	140.00

Parcel Number	Address	Amount Due
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	140.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	1,231.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	138.00
0216-214-05	8861 E CHINO AV, Ontario, CA 91761	92.00
0216-283-06	2833 S AUGUSTA AV, Ontario, CA 91761	138.00
0216-291-03	1539 E MERION ST, Ontario, CA 91761	91.00
0216-292-52	2944 S CASTLE HARBOUR PL, Ontario, CA 91761	46.00
0216-341-05	2540 S AMADOR PL, Ontario, CA 91761	138.00
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-361-52	1478 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-381-23	2632 S CALAVERAS PL, Ontario, CA 91761	92.00
0216-381-51	2625 S DEL NORTE AV, Ontario, CA 91761	91.00
0216-381-67	1326 E MAIDSTONE ST, Ontario, CA 91761	92.00
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	138.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	140.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	184.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	138.00
0216-421-22	2442 S PINEHURST PL, Ontario, CA 91761	138.00
0216-421-66	1537 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	368.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	138.00
0216-481-79	1461 E DEERFIELD ST, Ontario, CA 91761	92.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	138.00
0218-141-21	2800 E RIVERSIDE DR, Building:A, Unit:1, Ontario, CA 91761	50,784.00
0218-141-22	3303 S ARCHIBALD AV, Building:A, Unit:1, Ontario, CA 91761	50,784.00
0218-191-05	14012 S ARCHIBALD AV, Ontario, CA 91761	276.00
0218-231-11	0 S ARCHIBALD AV, Ontario, CA 91710	231.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	91.00
0218-443-16	3361 E RUTHERFORD DR, Ontario, CA 91761	46.00
0218-462-74	3937 S OAKVILLE AV, Ontario, CA 91761	91.00
0218-532-54	3186 S NEWTON AV, Ontario, CA 91761	46.00
0218-545-36	3262 S PORTSMOUTH LN, Ontario, CA 91761	46.00
0218-554-65	4933 S BOUNTIFUL TR, Ontario, CA 91762	138.00
0218-604-04	3252 E MT. RAINIER DR, Ontario, CA 91762	91.00
0218-714-05	4734 S GARDEN GATE LN, Ontario, CA 91762	46.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	138.00
0218-761-81	3652 S BURNING TREE DR, Ontario, CA 91761	138.00
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	138.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	138.00
0218-811-24	2817 E LONGHORN ST, Ontario, CA 91761	138.00

Parcel Number	Address	Amount Due
0218-861-53	2934 E SILVER SADDLE ST, Ontario, CA 91761	46.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	138.00
0238-051-33	0 E ONTARIO MILLS PW, Ontario, CA 91764	140.00
0238-052-36	0 E SHEA CENTER DR, Ontario, CA 91761	140.00
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	140.00
0238-152-31	1930 S ROCHESTER AV, Bldg:2, Unit:118, Ontario, CA 91761	818.13
1008-282-13	1352 W SIXTH ST, Ontario, CA 91762	92.00
1008-431-25	1495 N MOUNTAIN AV, Building:, Unit:, Ontario, CA 91762	91.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	138.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	140.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	140.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	138.00
1008-711-61	1304 N ELDERBERRY AV, Ontario, CA 91762	6.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	138.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	138.00
1008-712-52	1403 N ELDERBERRY AV, Ontario, CA 91762	138.00
1010-093-09	1521 W J ST, Ontario, CA 91762	138.00
1010-093-16	1435 W J ST, Ontario, CA 91762	367.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	138.00
1010-114-06	929 N FUCHSIA AV, Ontario, CA 91762	138.00
1010-114-12	910 N GARDENIA AV, Ontario, CA 91762	46.00
1010-131-12	1248 W J ST, Ontario, CA 91762	552.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	414.00
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	368.00
1010-141-08	955 N PALMETTO AV, Ontario, CA 91762	11,040.00
1010-154-21	956 W I ST, Ontario, CA 91762	138.00
1010-173-11	803 W H ST, Ontario, CA 91762	46.00
1010-174-19	846 W G ST, Ontario, CA 91762	138.00
1010-181-25	1023 W H ST, Ontario, CA 91762	414.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	276.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	690.00
1010-182-25	932 W G ST, Ontario, CA 91762	138.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-20	1048 W H ST, Ontario, CA 91762	140.00
1010-191-30	1025 W I ST, Ontario, CA 91762	1,441.00
1010-191-45	1048 W H ST, Ontario, CA 91762	140.00
1010-192-08	948 W H ST, Ontario, CA 91762	92.00
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	276.00
1010-201-01	1161 W I ST, Unit:1, Ontario, CA 91762	2,760.00
1010-201-02	1145 W I ST, Unit:1, Ontario, CA 91762	4,600.00

Parcel Number	Address	Amount Due
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	138.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	138.00
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	138.00
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	138.00
1010-453-19	606 N CAMELLIA AV, Ontario, CA 91762	138.00
1010-453-20	612 N CAMELLIA AV, Ontario, CA 91762	138.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	14,122.00
1010-463-05	1015 W E ST, Unit:A, Ontario, CA 91762	552.00
1010-465-06	1007 W F ST, Ontario, CA 91762	414.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	138.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	138.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	552.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	138.00
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,518.00
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,208.00
1010-531-04	1341 W D ST, Ontario, CA 91762	138.00
1010-533-18	1205 W HOLLOWELL ST, Ontario, CA 91762	138.00
1010-535-02	1359 W VESTA ST, Ontario, CA 91762	92.00
1010-536-02	1259 W VESTA ST, Ontario, CA 91762	138.00
1010-542-02	1220 W STONERIDGE CT, Unit:A, Ontario, CA 91762	690.00
1010-543-24	1265 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,380.00
1010-551-14	1546 W STONERIDGE CT, Ontario, CA 91762	92.00
1010-552-20	1513 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,104.00
1010-552-22	1455 W STONERIDGE CT, Unit:1, Ontario, CA 91762	828.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,656.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	140.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	140.00
1011-371-03	847 S OAKS AV, Ontario, CA 91762	138.00
1011-371-05	829 S OAKS AV, Unit:A, Ontario, CA 91762	736.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	138.00
1011-374-09	1309 W MISSION BL, Unit:23, Ontario, CA 91762	138.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	138.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	138.00
1011-391-44	804 S BRIAR PRIVADO, Ontario, CA 91762	46.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	92.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	138.00
1011-401-50	843 W MAITLAND PRIVADO, Ontario, CA 91762	46.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	138.00
1011-402-86	1031 S PALMETTO AV, Building:L, Unit:3, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1011-411-87	1004 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-413-03	920 S PALMETTO AV, Unit:2, Ontario, CA 91762	138.00
1011-413-19	930 S PALMETTO AV, Unit:18, Ontario, CA 91762	92.00
1011-414-14	1004 W RALSTON ST, Ontario, CA 91762	46.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	92.00
1011-415-28	959 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-40	915 S MOUNTAIN AV, Ontario, CA 91762	46.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	353.38
1011-521-23	1429 W CLAIR ST, Ontario, CA 91762	92.00
1011-541-04	1231 S MAGNOLIA AV, Ontario, CA 91762	92.00
1011-541-21	1114 W BAHIA CT, Unit:A, Ontario, CA 91762	276.00
1011-542-14	1045 W SUNSONG CT, Ontario, CA 91762	92.00
1011-544-05	1126 W RALSTON ST, Ontario, CA 91762	414.00
1011-551-53	1232 S CYPRESS AV, Unit:E, Ontario, CA 91762	138.00
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	138.00
1011-552-29	1218 S CYPRESS AV, Unit:B, Ontario, CA 91762	92.00
1011-552-48	1206 S CYPRESS AV, Unit:G, Ontario, CA 91762	47.00
1011-553-66	1031 S PALMETTO AV, Building:B, Unit:9, Ontario, CA 91762	92.00
1011-572-10	1046 W ECLIPSE CT, Ontario, CA 91762	46.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	138.00
1011-593-12	1249 S ALMOND AV, Ontario, CA 91762	91.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	138.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	138.00
1014-171-13	945 W LOCUST ST, Ontario, CA 91762	138.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	287.00
1014-182-10	862 W ASHLAND ST, Ontario, CA 91762	138.00
1014-191-15	1022 W MAPLE CT, Ontario, CA 91762	138.00
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	138.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	138.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-431-07	1916 S OAKS AV, Ontario, CA 91762	91.00
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	138.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	138.00
1014-471-01	1857 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,518.00
1014-472-25	1055 W FRANCIS ST, Unit:F, Ontario, CA 91762	46.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	138.00
1014-511-05	2138 S CYPRESS AV, Ontario, CA 91762	46.00
1014-512-35	026 W PHILADELPHIA ST, Building:I, Unit:47, Ontario, CA 9176	138.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1014-523-15	2104 S MOUNTAIN AV, Ontario, CA 91762	92.00
1014-523-19	2068 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-523-37	2158 S MOUNTAIN AV, Ontario, CA 91762	46.00
1014-531-09	2061 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	140.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	138.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	138.00
1015-131-56	1126 W PINEWOOD LN, Ontario, CA 91762	46.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	138.00
1015-131-71	2226 S SMOKE TREE LN, Ontario, CA 91762	138.00
1015-132-27	2248 S LOGGERS LN, Ontario, CA 91762	138.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	138.00
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	138.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	138.00
1047-142-07	1210 E HIGHLAND CT, Ontario, CA 91764	138.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	140.00
1047-151-03	1126 E SEVENTH ST, Ontario, CA 91764	138.00
1047-171-12	1554 N ELEVENTH AV, Unit:A, Ontario, CA 91764	368.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	828.00
1047-201-01	768 E RICHLAND ST, Ontario, CA 91764	368.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	184.00
1047-201-13	1558 N HOPE AV, Ontario, CA 91764	552.00
1047-211-04	1523 N CAMPUS AV, Ontario, CA 91764	92.00
1047-212-15	1530 N MONTEREY AV, Ontario, CA 91764	138.00
1047-212-16	1534 N MONTEREY AV, Ontario, CA 91764	138.00
1047-213-20	1544 N PLEASANT AV, Ontario, CA 91764	138.00
1047-241-09	1524 N EUCLID AV, Ontario, CA 91764	91.00
1047-242-08	1540 N EUCLID AV, Ontario, CA 91764	92.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	140.00
1047-311-20	625 W LA DENEY DR, Ontario, CA 91762	138.00
1047-322-11	1329 N CHAFFEY CT, Ontario, CA 91762	46.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	276.00
1047-352-12	1446 N EUCLID AV, Ontario, CA 91764	138.00
1047-361-18	1322 N EUCLID AV, Ontario, CA 91764	92.00
1047-361-19	1334 N EUCLID AV, Ontario, CA 91764	92.00
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	46.00
1047-372-12	634 E BONNIE BRAE CT, Ontario, CA 91764	2,938.96
1047-391-02	1408 N CAMPUS AV, Ontario, CA 91764	138.00
1047-393-04	826 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	138.00

Parcel Number	Address	Amount Due
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	138.00
1047-413-18	1358 N ALLYN AV, Ontario, CA 91764	138.00
1047-421-05	1423 N ALLYN AV, Ontario, CA 91764	138.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	138.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	552.00
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	92.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	552.00
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	552.00
1047-442-04	1346 N VIRGINIA AV, Ontario, CA 91764	368.00
1047-451-10	1105 E PRINCETON ST, Ontario, CA 91764	276.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	276.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	138.00
1047-491-11	754 E FIFTH ST, Ontario, CA 91764	46.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	138.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	138.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	138.00
1047-521-27	1240 N SULTANA AV, Ontario, CA 91764	138.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	140.00
1047-542-22	115 E FOURTH ST, Ontario, CA 91764	460.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	138.00
1048-013-03	751 W BERKELEY CT, Ontario, CA 91762	138.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,104.00
1048-041-09	331 W J ST, Ontario, CA 91762	138.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	690.00
1048-042-01	327 W J ST, Ontario, CA 91762	138.00
1048-043-01	213 W J ST, Ontario, CA 91762	138.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	276.00
1048-043-25	936 N LAUREL AV, Ontario, CA 91762	138.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	828.00
1048-052-14	132 W J ST, Ontario, CA 91762	140.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	1,886.00
1048-061-08	230 E FOURTH ST, Ontario, CA 91764	138.00
1048-061-26	107 E ROSEWOOD CT, Ontario, CA 91764	92.00
1048-062-24	1012 N EUCLID AV, Ontario, CA 91764	92.00
1048-071-50	936 N EUCLID AV, Ontario, CA 91764	368.00
1048-071-51	938 N EUCLID AV, Ontario, CA 91764	368.00
1048-081-24	650 E J ST, Ontario, CA 91764	138.00
1048-091-10	560 E FOURTH ST, Unit:A, Ontario, CA 91764	138.00
1048-093-22	647 E J ST, Ontario, CA 91764	138.00
1048-102-04	722 E ROSEWOOD CT, Ontario, CA 91764	138.00
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	46.00

Parcel Number	Address	Amount Due
1048-102-21	709 E J ST, Ontario, CA 91764	138.00
1048-121-08	1069 E I ST, Ontario, CA 91764	138.00
1048-122-29	934 E PLAZA SERENA ST, Ontario, CA 91764	138.00
1048-123-17	1023 E I ST, Ontario, CA 91764	87.00
1048-124-19	1046 E I ST, Ontario, CA 91764	138.00
1048-133-06	940 E J ST, Ontario, CA 91764	138.00
1048-161-20	852 N PARKSIDE AV, Ontario, CA 91764	138.00
1048-161-28	821 N ALAMEDA AV, Ontario, CA 91764	138.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	138.00
1048-191-16	933 E G ST, Ontario, CA 91764	276.00
1048-191-19	724 N GREENWOOD AV, Ontario, CA 91764	138.00
1048-202-14	748 E H ST, Ontario, CA 91764	138.00
1048-221-22	654 E I ST, Ontario, CA 91764	92.00
1048-221-51	515 E GRANADA CT, Ontario, CA 91764	138.00
1048-222-10	608 E GRANADA CT, Ontario, CA 91764	138.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	276.00
1048-241-07	210 E H ST, Ontario, CA 91764	276.00
1048-242-06	113 E G ST, Ontario, CA 91764	644.00
1048-251-23	430 E I ST, Ontario, CA 91764	138.00
1048-252-07	212 E GRANADA CT, Ontario, CA 91764	46.00
1048-252-41	802 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91764	552.00
1048-261-21	119 W I ST, Ontario, CA 91762	414.00
1048-261-44	423 W I ST, Ontario, CA 91762	414.00
1048-262-04	407 W GRANADA CT, Ontario, CA 91762	138.00
1048-262-38	220 W H ST, Ontario, CA 91762	644.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	92.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	138.00
1048-291-20	509 W I ST, Ontario, CA 91762	368.00
1048-291-21	503 W I ST, Ontario, CA 91762	276.00
1048-292-03	651 W GRANADA CT, Ontario, CA 91762	138.00
1048-311-20	750 W F ST, Ontario, CA 91762	138.00
1048-312-10	603 N SAN ANTONIO AV, Ontario, CA 91762	276.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	276.00
1048-332-06	535 W FLORA ST, Ontario, CA 91762	552.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	138.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	1,564.00
1048-332-21	548 W D ST, Ontario, CA 91762	552.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	138.00
1048-343-10	412 W D ST, Ontario, CA 91762	138.00
1048-364-08	415 N PLUM AV, Ontario, CA 91764	184.00
1048-364-09	225 E D ST, Ontario, CA 91764	92.00

Parcel Number	Address	Amount Due
1048-365-10	225 E E ST, Ontario, CA 91764	276.00
1048-366-12	203 E F ST, Ontario, CA 91764	368.00
1048-371-06	328 E G ST, Ontario, CA 91764	138.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	138.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	276.00
1048-372-13	309 E E ST, Ontario, CA 91764	276.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	138.00
1048-374-02	408 E E ST, Ontario, CA 91764	276.00
1048-374-16	405 E D ST, Ontario, CA 91764	276.00
1048-391-09	527 E E ST, Unit:A, Ontario, CA 91764	414.00
1048-391-16	514 N SULTANA AV, Ontario, CA 91764	184.00
1048-392-05	639 E E ST, Ontario, CA 91764	92.00
1048-401-02	757 E E ST, Ontario, CA 91764	138.00
1048-402-24	711 E D ST, Ontario, CA 91764	414.00
1048-411-04	622 N CAMPUS AV, Ontario, CA 91764	46.00
1048-411-21	753 E F ST, Ontario, CA 91764	276.00
1048-412-08	734 E F ST, Ontario, CA 91764	92.00
1048-413-01	524 N BERLYN AV, Ontario, CA 91764	92.00
1048-413-03	812 E F ST, Ontario, CA 91764	46.00
1048-421-02	500 N ALLYN AV, Ontario, CA 91764	138.00
1048-421-23	965 E F ST, Ontario, CA 91764	138.00
1048-432-27	1012 E G ST, Ontario, CA 91764	138.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	276.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	138.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	276.00
1048-451-23	448 N PARKSIDE AV, Ontario, CA 91764	368.00
1048-451-44	521 N GROVE AV, Ontario, CA 91764	168.84
1048-452-01	1136 E FLORA ST, Ontario, CA 91764	552.00
1048-452-02	1148 E FLORA ST, Ontario, CA 91764	368.00
1048-452-08	433 N PARKSIDE AV, Ontario, CA 91764	552.00
1048-452-10	411 N PARKSIDE AV, Unit:A, Ontario, CA 91764	736.00
1048-461-16	1079 E ELMA ST, Ontario, CA 91761	276.00
1048-461-17	1063 E ELMA ST, Ontario, CA 91761	276.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-463-35	1162 E ELMA ST, Ontario, CA 91761	276.00
1048-463-51	1159 E NOCTA ST, Ontario, CA 91761	138.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	552.00
1048-471-24	1072 E NOCTA ST, Unit:1, Ontario, CA 91761	4,416.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	46.00
1048-481-11	942 E NOCTA ST, Ontario, CA 91761	460.00
1048-481-12	946 NOCTA ST E, Ontario, CA 91761	184.00

Parcel Number	Address	Amount Due
1048-481-13	952 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-14	954 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-15	956 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-16	958 E NOCTA ST, Ontario, CA 91761	184.00
1048-481-17	1008 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-18	1006 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-19	1004 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-20	1002 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	276.00
1048-492-17	1014 ELMA ST E, Ontario, CA 91761	276.00
1048-501-14	341 N MUSCATEL AV, Ontario, CA 91761	138.00
1048-502-06	319 N BERLYN AV, Ontario, CA 91761	138.00
1048-504-08	840 E D ST, Ontario, CA 91761	138.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	92.00
1048-505-16	811 E NOCTA ST, Ontario, CA 91761	414.00
1048-511-17	804 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-18	808 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-19	812 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-20	818 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-21	824 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-22	828 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-23	834 E NOCTA ST, Ontario, CA 91761	184.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	92.00
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	276.00
1048-512-02	124 N CAMPUS AV, Ontario, CA 91761	140.00
1048-521-02	510 E NOCTA ST, Ontario, CA 91764	552.00
1048-521-05	528 E NOCTA ST, Ontario, CA 91764	138.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	138.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	276.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	92.00
1048-533-12	623 E NOCTA ST, Ontario, CA 91761	276.00
1048-534-12	301 N CAMPUS AV, Unit:1, Ontario, CA 91761	552.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	276.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	138.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	138.00
1048-561-12	312 N PALM AV, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1048-564-02	119 W B ST, Building:1, Ontario, CA 91762	595.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,334.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,807.00
1048-566-07	303 N EUCLID AV, Building:1, Ontario, CA 91762	1,933.26
1048-571-05	405 W D ST, Unit:A, Ontario, CA 91762	414.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	414.00
1048-572-12	426 W B ST, Ontario, CA 91762	138.00
1048-574-03	319 W B ST, Ontario, CA 91762	138.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,242.00
1048-575-02	319 W C ST, Ontario, CA 91762	414.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	414.00
1048-576-06	304 W C ST, Ontario, CA 91762	92.00
1048-576-09	324 W C ST, Unit:1, Ontario, CA 91762	460.00
1048-581-07	607 W D ST, Ontario, CA 91762	140.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	1,288.00
1048-581-28	301 N VINE AV, Ontario, CA 91762	140.00
1048-581-51	315 N BEVERLY CT, Ontario, CA 91762	552.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	644.00
1048-581-70	535 W D ST, Unit:D, Ontario, CA 91762	91.00
1048-581-73	535 W D ST, Unit:G, Ontario, CA 91762	91.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	138.00
1048-592-13	525 W VESTA ST, Ontario, CA 91762	368.00
1048-592-14	517 W VESTA ST, Ontario, CA 91762	460.00
1048-603-22	754 W B ST, Ontario, CA 91762	138.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	138.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	140.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	140.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	1,295.00
1049-091-10	201 SULTANA AV S, Ontario, CA 91761	276.00
1049-094-05	114 S CAMPUS AV, Building:1, Ontario, CA 91761	138.00
1049-094-06	121 S MALCOLM AV, Ontario, CA 91761	138.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	239.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	91.00
1049-111-07	807 E STATE ST, Building:1, Ontario, CA 91761	91.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	140.00
1049-202-08	415 S CALDWELL AV, Ontario, CA 91761	138.00
1049-202-15	764 E ONTARIO BL, Ontario, CA 91761	184.00
1049-221-32	550 E SUNKIST ST, Ontario, CA 91761	140.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	49,015.00
1049-232-20	560 E PARK ST, Ontario, CA 91761	140.00
1049-232-23	551 E SUNKIST ST, Ontario, CA 91761	140.00

Parcel Number	Address	Amount Due
1049-233-04	684 E STATE ST, Building:1, Ontario, CA 91761	140.00
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	140.00
1049-233-10	645 E PARK ST, Ontario, CA 91761	140.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	138.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	414.00
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	92.00
1049-243-08	428 S PLUM AV, Ontario, CA 91761	276.00
1049-243-09	219 E PARK ST, Ontario, CA 91761	414.00
1049-243-13	203 E PARK ST, Unit:A, Ontario, CA 91761	276.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	140.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	138.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	276.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	138.00
1049-254-03	214 E NEVADA ST, Ontario, CA 91761	414.00
1049-254-06	722 S PLUM AV, Ontario, CA 91761	92.00
1049-258-12	407 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-261-10	401 W SUNKIST ST, Ontario, CA 91762	138.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	414.00
1049-261-15	416 W NEVADA ST, Ontario, CA 91762	368.00
1049-261-17	424 W NEVADA ST, Unit:A, Ontario, CA 91762	276.00
1049-263-12	619 S FERN AV, Ontario, CA 91762	552.00
1049-265-08	212 W NEVADA ST, Ontario, CA 91762	46.00
1049-272-08	518 S FERN AV, Ontario, CA 91762	92.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	276.00
1049-275-07	210 W PARK ST, Ontario, CA 91762	368.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	184.00
1049-278-10	516 S EUCLID AV, Ontario, CA 91762	276.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	414.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	138.00
1049-284-19	526 W SUNKIST ST, Ontario, CA 91762	92.00
1049-291-24	642 W NEVADA ST, Ontario, CA 91762	276.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	184.00
1049-292-05	637 W NEVADA ST, Ontario, CA 91762	184.00
1049-293-19	536 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-16	708 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-17	712 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	138.00
1049-303-20	722 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-21	730 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	305.00
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1049-323-05	917 SAN ANTONIO AV S, Ontario, CA 91762	138.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	276.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	276.00
1049-353-14	521 MAITLAND ST E, Ontario, CA 91761	140.00
1049-365-04	917 S CAMPUS AV, Ontario, CA 91761	138.00
1049-365-05	913 S CAMPUS AV, Ontario, CA 91761	138.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	138.00
1049-368-10	836 S BON VIEW AV, Ontario, CA 91761	92.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	138.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	276.00
1049-392-02	1026 S GROVE AV, Ontario, CA 91761	276.00
1049-411-18	1352 S GROVE AV, Unit:A, Ontario, CA 91761	3,923.01
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	527.00
1049-461-07	1210 S BON VIEW AV, Ontario, CA 91761	92.00
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	276.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	276.00
1049-494-08	1366 S PLEASANT AV, Ontario, CA 91761	138.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	276.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	138.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	92.00
1049-513-11	410 E MAITLAND ST, Ontario, CA 91761	138.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	276.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	276.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	276.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	276.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	276.00
1049-514-27	317 E BELMONT ST, Ontario, CA 91761	138.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	276.00
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	92.00
1049-531-51	201 E ACACIA ST, Ontario, CA 91761	276.00
1049-532-14	302 E ACACIA ST, Ontario, CA 91761	276.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	138.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	276.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	276.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	276.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	552.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00

Parcel Number	Address	Amount Due
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	138.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-23	1214 S PALM AV, Ontario, CA 91762	276.00
1049-551-25	1226 S PALM AV, Ontario, CA 91762	138.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	138.00
1049-562-03	1119 S VINE AV, Ontario, CA 91762	138.00
1049-562-22	320 W BELMONT ST, Ontario, CA 91762	138.00
1049-571-07	631 W MAITLAND ST, Ontario, CA 91762	138.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	414.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	276.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	276.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-16	1022 S SAN ANTONIO AV, Ontario, CA 91762	184.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	276.00
1049-581-22	738 W RALSTON ST, Ontario, CA 91762	138.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	552.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	552.00
1049-583-55	716 W PHILLIPS ST, Ontario, CA 91762	2,070.00
1049-583-63	722 PHILLIPS ST W, Unit:9, Ontario, CA 91762	138.00
1049-591-13	647 W BELMONT ST, Ontario, CA 91762	138.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	828.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-592-21	1234 S VINE AV, Ontario, CA 91762	276.00
1049-592-29	1211 S BONITA CT, Ontario, CA 91762	368.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	138.00
1049-612-05	1330 S BEVERLY AV, Ontario, CA 91762	46.00
1050-041-20	456 W ELM ST, Ontario, CA 91762	92.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	276.00
1050-051-08	116 W ELM ST, Ontario, CA 91762	138.00
1050-071-58	1507 EUCLID AV S, Ontario, CA 91761	920.00
1050-081-17	119 E BUDD ST, Ontario, CA 91761	347.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	138.00
1050-091-39	1540 S PLEASANT AV, Ontario, CA 91761	138.00
1050-232-12	1650 S CAMPUS AV, Unit:99, Ontario, CA 91761	138.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	138.00

Parcel Number	Address	Amount Due
1050-233-18	1650 S CAMPUS AV, Unit:77, Ontario, CA 91761	138.00
1050-234-17	1650 S CAMPUS AV, Unit:17, Ontario, CA 91761	138.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	138.00
1050-234-43	1614 S CAMPUS AV, Unit:A, Ontario, CA 91761	1,242.00
1050-234-44	1604 S CAMPUS AV, Unit:A, Ontario, CA 91761	552.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	138.00
1050-243-09	1717 S MONTEREY AV, Ontario, CA 91761	138.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	138.00
1050-262-07	114 E LOCUST ST, Ontario, CA 91761	276.00
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	138.00
1050-282-10	1701 S FERN AV, Ontario, CA 91762	138.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	138.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	143.00
1050-341-65	1839 S HOLLY AV, Ontario, CA 91762	138.00
1050-342-01	655 W CEDAR ST, Ontario, CA 91762	138.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	138.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	138.00
1050-361-60	1925 S VINE AV, Ontario, CA 91762	138.00
1050-381-04	1910 S EUCLID AV, Ontario, CA 91762	140.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,220.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-11	220 E FRANCIS ST, Ontario, CA 91761	140.00
1050-542-06	2001 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-41	2029 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	138.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	138.00
1050-542-73	714 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-542-80	757 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-543-04	2026 S BON VIEW AV, Unit:D, Ontario, CA 91761	46.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	138.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-562-08	2115 S SULTANA AV, Ontario, CA 91761	138.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	138.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	46.00
1050-632-04	720 W DAMSON CT, Ontario, CA 91762	138.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	138.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	138.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	138.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	727.00
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	1,932.00

Parcel Number	Address	Amount Due
1051-091-49	2224 S MIRAMONTE PL, Ontario, CA 91761	46.00
1051-101-55	2313 S PLEASANT AV, Ontario, CA 91761	138.00
1051-121-20	2204 S TAYLOR PL, Ontario, CA 91761	138.00
1051-131-15	931 E SHEARWATER ST, Ontario, CA 91761	138.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	46.00
1051-171-15	2425 S MARIGOLD PL, Ontario, CA 91761	138.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	138.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	644.45
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	138.00
1051-181-39	1048 E OAK HILL ST, Ontario, CA 91761	46.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	138.00
1051-201-64	667 E FAIRFIELD CT, Ontario, CA 91761	138.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	138.00
1051-271-34	320 W WALNUT ST, Unit:2, Ontario, CA 91762	46.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	138.00
1051-301-40	2556 S PHOENIX PL, Ontario, CA 91761	91.00
1051-311-32	2532 S GOLDCREST PL, Ontario, CA 91761	138.00
1051-341-67	1125 E HAZELTINE CT, Ontario, CA 91761	138.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-351-03	2626 S CUCAMONGA AV, Ontario, CA 91761	92.00
1051-381-10	2610 S BON VIEW AV, Ontario, CA 91761	138.00
1051-381-48	0 E TAM O'SHANTER ST, Ontario, CA 91761	140.00
1051-421-75	2720 S CHERRY AV, Ontario, CA 91761	138.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	138.00
1051-431-49	109 W BERMUDA DUNES CT, Ontario, CA 91762	46.00
1051-531-56	548 E DORAL ST, Ontario, CA 91761	140.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	138.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	138.00
1051-601-30	627 E MERION ST, Ontario, CA 91761	46.00
1051-601-56	605 E DUNES CT, Ontario, CA 91761	138.00
1051-601-79	551 E RIVERSIDE DR, Building:1, Unit:1, Ontario, CA 91761	13,064.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	138.00
1052-181-01	8074 E CHINO AV, Ontario, CA 91761	46.00
1052-431-06	13450 BON VIEW AV S, Ontario, CA 91761	140.00
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	140.00
1053-191-01	7444 E EDISON AV, Ontario, CA 91761	276.00
1053-571-02	0 S BON VIEW AV, Ontario, CA 91710	140.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	1,347.00
1073-291-35	4742 S SCOTT WY, Ontario, CA 91762	91.00
1083-051-33	2832 S CANTERBURY TR, Ontario, CA 91761	91.00

Parcel Number	Address	Amount Due
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	138.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	138.00
1083-131-05	2416 S REINDEER LN, Ontario, CA 91761	138.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	138.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	138.00
1083-151-12	0 S HAVEN AV, Ontario, CA 91761	140.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	138.00
1083-161-61	3235 E ANTLER RD, Ontario, CA 91761	138.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-08	3240 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-15	3250 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	138.00
1083-193-02	2750 S PINE VALLEY AV, Ontario, CA 91761	138.00
1083-201-33	2832 S CEDAR RIDGE PL, Ontario, CA 91761	138.00
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	138.00
1083-251-75	2948 E DUNES ST, Ontario, CA 91761	138.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	46.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	138.00
1083-331-08	2585 S ROCK SPRINGS PL, Ontario, CA 91761	91.00
1083-371-23	2618 S CRYSTAL SPRING PL, Ontario, CA 91761	138.00
1083-382-11	2733 S BEAR CREEK PL, Ontario, CA 91761	138.00
1083-391-36	2826 S OAK CREEK DR, Unit:B, Ontario, CA 91761	138.00
1083-394-13	3652 E CARIBOU CREEK CT, Ontario, CA 91761	138.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	138.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	138.00
1083-421-64	2748 S CONDOR CREEK LN, Ontario, CA 91761	138.00
1083-441-33	3826 E ELK CREEK DR, Ontario, CA 91761	138.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	138.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	138.00
1083-452-30	3725 E STRAWBERRY CREEK WY, Ontario, CA 91761	138.00
1083-452-42	2908 S SNOW CREEK LN, Ontario, CA 91761	92.00
1083-462-17	2852 S MCCLOUD RIVER LN, Ontario, CA 91761	138.00
1083-471-77	3952 E SALT CREEK WY, Ontario, CA 91761	46.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	138.00
		518,025.92

City of Ontario
Community Improvement Department
2025/2026 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	120.00
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	340.00
0110-353-01	1731 E PLAZA SERENA ST, Ontario, CA 91764	120.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	150.00
0110-375-12	1844 E GRANADA CT, Ontario, CA 91764	170.00
0210-211-43	4210 E INLAND EMPIRE BL, Unit:A, Ontario, CA 91764	120.00
0210-551-50	3200 E GUASTI RD, Unit:100, Ontario, CA 91743	640.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	1,010.00
0216-361-77	2424 S LAKE AV, Ontario, CA 91761	1,010.00
0216-381-49	2616 S MILDRED PL, Ontario, CA 91761	520.00
0216-381-51	2625 S DEL NORTE AV, Ontario, CA 91761	100.00
0216-391-05	1426 E TAM O'SHANTER ST, Ontario, CA 91761	170.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	340.00
0216-401-63	2450 S VINEYARD AV, Building:1, Ontario, CA 91761	220.00
0216-481-14	2853 S PARCO AV, Ontario, CA 91761	120.00
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	420.00
0218-462-74	3937 S OAKVILLE AV, Ontario, CA 91761	420.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	170.00
0218-604-04	3252 E MT. RAINIER DR, Ontario, CA 91762	120.00
1014-221-20	1618 S ELDERBERRY CT, Ontario, CA 91762	170.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	170.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	520.00
1048-581-70	535 W D ST, Unit:D, Ontario, CA 91762	120.00
1048-581-73	535 W D ST, Unit:G, Ontario, CA 91762	120.00
1049-057-03	109 W HOLT BL, Building:1, Ontario, CA 91762	20.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	500.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	30,000.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	30,000.00
1049-332-12	105 W CALIFORNIA ST, Ontario, CA 91762	220.00
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	420.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	100.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	220.00
1051-351-69	958 E BERMUDA DUNES ST, Ontario, CA 91761	120.00
1053-101-01	7435 E SCHAEFER AV, Ontario, CA 91761	22,500.00
1073-362-01	3397 E GARRICK ST, Building:, Unit:, Ontario, CA 91762	170.00
1083-051-33	2832 S CANTERBURY TR, Ontario, CA 91761	220.00
1083-061-09	2665 E RIVERSIDE DR, Unit:A, Ontario, CA 91761	220.00
1083-331-08	2585 S ROCK SPRINGS PL, Ontario, CA 91761	220.00
		92,310.00

City of Ontario
Community Improvement Department
2025/2026 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	138.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	138.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	138.00
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	120.00
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	340.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	138.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	276.00
0108-471-27	1548 E EIGHTH ST, Unit:A, Ontario, CA 91764	138.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	138.00
0108-481-18	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-21	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-22	0 E OLIVE ST, Ontario, CA 91764	140.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	231.00
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	1,104.00
0108-511-38	1456 E FIFTH ST, Unit:2, Ontario, CA 91764	138.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	138.00
0108-533-37	1718 E BONNIE BRAE CT, Ontario, CA 91764	138.00
0108-534-05	1709 E BONNIE BRAE CT, Ontario, CA 91764	92.00
0108-571-38	1668 E HIGHLAND ST, Ontario, CA 91764	138.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	138.00
0108-611-10	1412 E SEVENTH ST, Ontario, CA 91764	138.00
0108-622-54	1836 N SAN DIEGO AV, Ontario, CA 91764	138.00
0110-013-27	512 N GROVE AV, Ontario, CA 91764	140.00
0110-013-59	1235 E D ST, Unit:10, Ontario, CA 91764	138.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	138.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	138.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	552.00
0110-042-11	1412 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-17	1401 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	368.00
0110-042-37	1438 E ELMA CT, Unit:A, Ontario, CA 91761	552.00
0110-061-01	1375 E HOLT BL, Ontario, CA 91761	10,728.41
0110-061-04	1323 E HOLT BL, Ontario, CA 91761	140.00
0110-061-23	1348 E NOCTA ST, Ontario, CA 91761	4,600.00

Parcel Number	Address	Amount Due
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	140.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	140.00
0110-072-17	126 N LASSEN PL, Ontario, CA 91761	552.00
0110-072-24	125 N LASSEN PL, Ontario, CA 91761	368.00
0110-131-09	1328 E HOLT BL, Ontario, CA 91761	140.00
0110-144-05	1625 E G ST, Building:1, Unit:A, Ontario, CA 91764	5,060.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	1,075.00
0110-191-42	1725 E G ST, Building:F, Unit:1, Ontario, CA 91764	4,876.00
0110-202-39	915 N GLENN AV, Ontario, CA 91764	138.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	140.00
0110-203-08	946 N GLENN AV, Ontario, CA 91764	138.00
0110-213-17	1259 E G ST, Ontario, CA 91764	138.00
0110-241-57	1752 E G ST, Ontario, CA 91764	140.00
0110-254-18	416 N IMPERIAL AV, Unit:26, Ontario, CA 91764	138.00
0110-261-16	405 N VINEYARD AV, Ontario, CA 91764	738.24
0110-261-26	1780 E FLORA ST, Ontario, CA 91764	138.00
0110-261-74	1741 E D ST, Ontario, CA 91764	138.00
0110-272-16	1346 E EL MORADO CT, Ontario, CA 91764	138.00
0110-281-11	623 N CALAVERAS AV, Building:A, Ontario, CA 91764	138.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	138.00
0110-296-26	1327 E FLORA ST, Ontario, CA 91764	91.00
0110-321-29	2626 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-74	2350 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-75	0 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-76	0 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-321-77	2630 E INLAND EMPIRE BL, Ontario, CA 91764	140.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	140.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	647.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	647.00
0110-332-03	1814 E FOURTH ST, Unit:A, Ontario, CA 91764	414.00
0110-332-20	1039 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-22	1027 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-25	1009 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-332-26	1003 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-01	1015 N VINEYARD AV, Unit:A, Ontario, CA 91764	368.00
0110-334-08	1026 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	368.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	552.00
0110-342-14	1600 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-15	1696 E FOURTH ST, Ontario, CA 91764	368.00

Parcel Number	Address	Amount Due
0110-342-16	1704 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-17	1710 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-18	1716 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-19	1722 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-20	1726 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-21	1732 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-22	1738 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	368.00
0110-342-26	1760 E FOURTH ST, Ontario, CA 91764	368.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	368.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	707.00
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	138.00
0110-353-01	1731 E PLAZA SERENA ST, Ontario, CA 91764	120.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	138.00
0110-371-02	1793 E PLAZA SERENA ST, Ontario, CA 91764	138.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	150.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	552.00
0110-375-12	1844 E GRANADA CT, Ontario, CA 91764	170.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	138.00
0110-411-11	619 N MARIPOSA AV, Ontario, CA 91764	92.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	138.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	138.00
0110-521-01	1720 E D ST, Building:10, Unit:A, Ontario, CA 91761	20,976.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	184.00
0113-211-28	1237 E AIRPORT DR, Unit:A, Ontario, CA 91761	184.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	140.00
0113-415-05	1756 E ACACIA ST, Ontario, CA 91761	276.00
0113-415-06	1764 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-07	1768 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-08	1804 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-09	1806 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-10	1802 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-11	1766 E ACACIA ST, Unit:A, Ontario, CA 91761	184.00
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-25	1807 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-28	1805 E ELM ST, Unit:A, Ontario, CA 91761	184.00
0113-415-29	1801 E ELM ST, Unit:A, Ontario, CA 91761	184.00

Parcel Number	Address	Amount Due
0113-415-31	1755 E ELM ST, Unit:A, Ontario, CA 91761	552.00
0113-534-20	2024 E BANYAN ST, Ontario, CA 91761	46.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	138.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	138.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	138.00
0209-351-39	1920 E HIGHLAND CT, Ontario, CA 91764	138.00
0209-381-21	1561 N ISADORA WY, Ontario, CA 91764	138.00
0209-381-25	1533 N ISADORA WY, Ontario, CA 91764	138.00
0209-422-53	1814 N VINEYARD AV, Unit:G, Ontario, CA 91764	138.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	138.00
0210-182-48	1005 N CENTER AV, Building:10, Unit:10101, Ontario, CA 91764	7,728.00
0210-182-49	1005 N CENTER AV, Ontario, CA 91764	28,704.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	140.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	140.00
0210-192-26	2995 E GUASTI RD, Ontario, CA 91761	140.00
0210-193-14	3480 SHELBY ST E	140.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	140.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 91764	1,438.24
0210-211-43	4210 E INLAND EMPIRE BL, Unit:A, Ontario, CA 91764	120.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	138.00
0210-292-22	1729 E HAWTHORNE ST, Ontario, CA 91764	92.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	138.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	138.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	138.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	92.00
0210-352-52	2028 E YALE ST, Unit:A, Ontario, CA 91764	46.00
0210-354-01	2033 E YALE ST, Ontario, CA 91764	138.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	138.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	552.00
0210-411-11	3240 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-17	3221 E TRIUMPH LN, Unit:1, Ontario, CA 91764	414.00
0210-411-26	741 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-28	721 N CORVETTE DR, Unit:1, Ontario, CA 91764	552.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	184.00
0210-411-31	3132 E TRIUMPH LN, Unit:1, Ontario, CA 91764	552.00
0210-411-50	750 N CORVETTE DR, Unit:A, Ontario, CA 91764	552.00
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	138.00
0210-431-77	1054 N TURNER AV, Building:29, Unit:167, Ontario, CA 91764	92.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	138.00
0210-432-05	1048 N TURNER AV, Building:33, Unit:191, Ontario, CA 91764	138.00
0210-433-07	1002 N TURNER AV, Building:47, Unit:277, Ontario, CA 91764	138.00

Parcel Number	Address	Amount Due
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	138.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	138.00
0210-531-17	955 N DUESENBERG DR, Unit:2102, Ontario, CA 91764	27,600.00
0210-551-50	3200 E GUASTI RD, Unit:100, Ontario, CA 91743	640.00
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	138.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	138.00
0211-191-11	1590 S ARCHIBALD AV, Ontario, CA 91761	140.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	140.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	2,241.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	138.00
0216-214-05	8861 E CHINO AV, Ontario, CA 91761	92.00
0216-283-06	2833 S AUGUSTA AV, Ontario, CA 91761	138.00
0216-291-03	1539 E MERION ST, Ontario, CA 91761	91.00
0216-292-52	2944 S CASTLE HARBOUR PL, Ontario, CA 91761	46.00
0216-341-05	2540 S AMADOR PL, Ontario, CA 91761	138.00
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-361-52	1478 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	138.00
0216-361-77	2424 S LAKE AV, Ontario, CA 91761	1,010.00
0216-381-23	2632 S CALAVERAS PL, Ontario, CA 91761	92.00
0216-381-49	2616 S MILDRED PL, Ontario, CA 91761	520.00
0216-381-51	2625 S DEL NORTE AV, Ontario, CA 91761	191.00
0216-381-67	1326 E MAIDSTONE ST, Ontario, CA 91761	92.00
0216-391-05	1426 E TAM O'SHANTER ST, Ontario, CA 91761	170.00
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	138.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	340.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	140.00
0216-401-63	2450 S VINEYARD AV, Building:1, Ontario, CA 91761	220.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	184.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	138.00
0216-421-22	2442 S PINEHURST PL, Ontario, CA 91761	138.00
0216-421-66	1537 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	552.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	368.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	138.00
0216-481-14	2853 S PARCO AV, Ontario, CA 91761	120.00
0216-481-79	1461 E DEERFIELD ST, Ontario, CA 91761	92.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	138.00
0218-094-32	3660 PECKHAM PASEO E, Unit:5, Ontario, CA 91761	420.00
0218-141-21	2800 E RIVERSIDE DR, Building:A, Unit:1, Ontario, CA 91761	50,784.00
0218-141-22	3303 S ARCHIBALD AV, Building:A, Unit:1, Ontario, CA 91761	50,784.00
0218-191-05	14012 S ARCHIBALD AV, Ontario, CA 91761	276.00

Parcel Number	Address	Amount Due
0218-231-11	0 S ARCHIBALD AV, Ontario, CA 91710	231.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	91.00
0218-443-16	3361 E RUTHERFORD DR, Ontario, CA 91761	46.00
0218-462-74	3937 S OAKVILLE AV, Ontario, CA 91761	511.00
0218-532-54	3186 S NEWTON AV, Ontario, CA 91761	46.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	170.00
0218-545-36	3262 S PORTSMOUTH LN, Ontario, CA 91761	46.00
0218-554-65	4933 S BOUNTIFUL TR, Ontario, CA 91762	138.00
0218-604-04	3252 E MT. RAINIER DR, Ontario, CA 91762	211.00
0218-714-05	4734 S GARDEN GATE LN, Ontario, CA 91762	46.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	138.00
0218-761-81	3652 S BURNING TREE DR, Ontario, CA 91761	138.00
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	138.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	138.00
0218-811-24	2817 E LONGHORN ST, Ontario, CA 91761	138.00
0218-861-53	2934 E SILVER SADDLE ST, Ontario, CA 91761	46.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	138.00
0238-051-33	0 E ONTARIO MILLS PW, Ontario, CA 91764	140.00
0238-052-36	0 E SHEA CENTER DR, Ontario, CA 91761	140.00
0238-152-02	0 E SCE EASEMENT, Ontario, CA 91761	140.00
0238-152-31	1930 S ROCHESTER AV, Bldg:2, Unit:118, Ontario, CA 91761	818.13
1008-282-13	1352 W SIXTH ST, Ontario, CA 91762	92.00
1008-431-25	1495 N MOUNTAIN AV, Building:, Unit:, Ontario, CA 91762	91.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	138.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	140.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	140.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	138.00
1008-711-61	1304 N ELDERBERRY AV, Ontario, CA 91762	6.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	138.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	138.00
1008-712-52	1403 N ELDERBERRY AV, Ontario, CA 91762	138.00
1010-093-09	1521 W J ST, Ontario, CA 91762	138.00
1010-093-16	1435 W J ST, Ontario, CA 91762	367.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	138.00
1010-114-06	929 N FUCHSIA AV, Ontario, CA 91762	138.00
1010-114-12	910 N GARDENIA AV, Ontario, CA 91762	46.00
1010-131-12	1248 W J ST, Ontario, CA 91762	552.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	414.00
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	368.00
1010-141-08	955 N PALMETTO AV, Ontario, CA 91762	11,040.00
1010-154-21	956 W I ST, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1010-173-11	803 W H ST, Ontario, CA 91762	46.00
1010-174-19	846 W G ST, Ontario, CA 91762	138.00
1010-181-25	1023 W H ST, Ontario, CA 91762	414.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	276.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	690.00
1010-182-25	932 W G ST, Ontario, CA 91762	138.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	828.00
1010-191-20	1048 W H ST, Ontario, CA 91762	140.00
1010-191-30	1025 W I ST, Ontario, CA 91762	1,441.00
1010-191-45	1048 W H ST, Ontario, CA 91762	140.00
1010-192-08	948 W H ST, Ontario, CA 91762	92.00
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	276.00
1010-201-01	1161 W I ST, Unit:1, Ontario, CA 91762	2,760.00
1010-201-02	1145 W I ST, Unit:1, Ontario, CA 91762	4,600.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	138.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	138.00
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	138.00
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	138.00
1010-453-19	606 N CAMELLIA AV, Ontario, CA 91762	138.00
1010-453-20	612 N CAMELLIA AV, Ontario, CA 91762	138.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	14,122.00
1010-463-05	1015 W E ST, Unit:A, Ontario, CA 91762	552.00
1010-465-06	1007 W F ST, Ontario, CA 91762	414.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	138.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	138.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	552.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	138.00
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,518.00
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,208.00
1010-531-04	1341 W D ST, Ontario, CA 91762	138.00
1010-533-18	1205 W HOLLOWELL ST, Ontario, CA 91762	138.00
1010-535-02	1359 W VESTA ST, Ontario, CA 91762	92.00
1010-536-02	1259 W VESTA ST, Ontario, CA 91762	138.00
1010-542-02	1220 W STONERIDGE CT, Unit:A, Ontario, CA 91762	690.00
1010-543-24	1265 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,380.00
1010-551-14	1546 W STONERIDGE CT, Ontario, CA 91762	92.00
1010-552-20	1513 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,104.00
1010-552-22	1455 W STONERIDGE CT, Unit:1, Ontario, CA 91762	828.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,656.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	140.00

Parcel Number	Address	Amount Due
1011-361-23	0 W MISSION BL, Ontario, CA 91762	140.00
1011-371-03	847 S OAKS AV, Ontario, CA 91762	138.00
1011-371-05	829 S OAKS AV, Unit:A, Ontario, CA 91762	736.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	138.00
1011-374-09	1309 W MISSION BL, Unit:23, Ontario, CA 91762	138.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	138.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	138.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	138.00
1011-391-44	804 S BRIAR PRIVADO, Ontario, CA 91762	46.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	92.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	138.00
1011-401-50	843 W MAITLAND PRIVADO, Ontario, CA 91762	46.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	138.00
1011-402-86	1031 S PALMETTO AV, Building:L, Unit:3, Ontario, CA 91762	138.00
1011-411-87	1004 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-413-03	920 S PALMETTO AV, Unit:2, Ontario, CA 91762	138.00
1011-413-19	930 S PALMETTO AV, Unit:18, Ontario, CA 91762	92.00
1011-414-14	1004 W RALSTON ST, Ontario, CA 91762	46.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	92.00
1011-415-28	959 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	138.00
1011-415-40	915 S MOUNTAIN AV, Ontario, CA 91762	46.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	353.38
1011-521-23	1429 W CLAIR ST, Ontario, CA 91762	92.00
1011-541-04	1231 S MAGNOLIA AV, Ontario, CA 91762	92.00
1011-541-21	1114 W BAHIA CT, Unit:A, Ontario, CA 91762	276.00
1011-542-14	1045 W SUNSONG CT, Ontario, CA 91762	92.00
1011-544-05	1126 W RALSTON ST, Ontario, CA 91762	414.00
1011-551-53	1232 S CYPRESS AV, Unit:E, Ontario, CA 91762	138.00
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	138.00
1011-552-29	1218 S CYPRESS AV, Unit:B, Ontario, CA 91762	92.00
1011-552-48	1206 S CYPRESS AV, Unit:G, Ontario, CA 91762	47.00
1011-553-66	1031 S PALMETTO AV, Building:B, Unit:9, Ontario, CA 91762	92.00
1011-572-10	1046 W ECLIPSE CT, Ontario, CA 91762	46.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	138.00
1011-593-12	1249 S ALMOND AV, Ontario, CA 91762	91.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	138.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	138.00
1014-171-13	945 W LOCUST ST, Ontario, CA 91762	138.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	287.00

Parcel Number	Address	Amount Due
1014-182-10	862 W ASHLAND ST, Ontario, CA 91762	138.00
1014-191-15	1022 W MAPLE CT, Ontario, CA 91762	138.00
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	138.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	138.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-221-20	1618 S ELDERBERRY CT, Ontario, CA 91762	170.00
1014-431-07	1916 S OAKS AV, Ontario, CA 91762	91.00
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	138.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	138.00
1014-471-01	1857 S MAGNOLIA AV, Ontario, CA 91762	92.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,518.00
1014-472-25	1055 W FRANCIS ST, Unit:F, Ontario, CA 91762	46.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	138.00
1014-511-05	2138 S CYPRESS AV, Ontario, CA 91762	46.00
1014-512-35	26 W PHILADELPHIA ST, Building:I, Unit:47, Ontario, CA 9176	138.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1014-523-15	2104 S MOUNTAIN AV, Ontario, CA 91762	92.00
1014-523-19	2068 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	138.00
1014-523-37	2158 S MOUNTAIN AV, Ontario, CA 91762	46.00
1014-531-09	2061 S MAGNOLIA AV, Ontario, CA 91762	138.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	140.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	138.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	138.00
1015-131-56	1126 W PINEWOOD LN, Ontario, CA 91762	46.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	138.00
1015-131-71	2226 S SMOKE TREE LN, Ontario, CA 91762	138.00
1015-132-27	2248 S LOGGERS LN, Ontario, CA 91762	138.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	138.00
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	138.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	138.00
1047-142-07	1210 E HIGHLAND CT, Ontario, CA 91764	138.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	140.00
1047-151-03	1126 E SEVENTH ST, Ontario, CA 91764	138.00
1047-171-12	1554 N ELEVENTH AV, Unit:A, Ontario, CA 91764	368.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	828.00
1047-201-01	768 E RICHLAND ST, Ontario, CA 91764	368.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	184.00
1047-201-13	1558 N HOPE AV, Ontario, CA 91764	552.00
1047-211-04	1523 N CAMPUS AV, Ontario, CA 91764	92.00
1047-212-15	1530 N MONTEREY AV, Ontario, CA 91764	138.00

Parcel Number	Address	Amount Due
1047-212-16	1534 N MONTEREY AV, Ontario, CA 91764	138.00
1047-213-20	1544 N PLEASANT AV, Ontario, CA 91764	138.00
1047-241-09	1524 N EUCLID AV, Ontario, CA 91764	91.00
1047-242-08	1540 N EUCLID AV, Ontario, CA 91764	92.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	140.00
1047-311-20	625 W LA DENEY DR, Ontario, CA 91762	138.00
1047-322-11	1329 N CHAFFEY CT, Ontario, CA 91762	46.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	276.00
1047-352-12	1446 N EUCLID AV, Ontario, CA 91764	138.00
1047-361-18	1322 N EUCLID AV, Ontario, CA 91764	92.00
1047-361-19	1334 N EUCLID AV, Ontario, CA 91764	92.00
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	46.00
1047-372-12	634 E BONNIE BRAE CT, Ontario, CA 91764	2,938.96
1047-391-02	1408 N CAMPUS AV, Ontario, CA 91764	138.00
1047-393-04	826 E HAWTHORNE ST, Ontario, CA 91764	138.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	138.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	138.00
1047-413-18	1358 N ALLYN AV, Ontario, CA 91764	138.00
1047-421-05	1423 N ALLYN AV, Ontario, CA 91764	138.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	138.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	552.00
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	92.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	552.00
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	552.00
1047-442-04	1346 N VIRGINIA AV, Ontario, CA 91764	368.00
1047-451-10	1105 E PRINCETON ST, Ontario, CA 91764	276.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	276.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	138.00
1047-491-11	754 E FIFTH ST, Ontario, CA 91764	46.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	138.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	138.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	138.00
1047-521-27	1240 N SULTANA AV, Ontario, CA 91764	138.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	140.00
1047-542-22	115 E FOURTH ST, Ontario, CA 91764	460.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	138.00
1048-013-03	751 W BERKELEY CT, Ontario, CA 91762	138.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	170.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,104.00
1048-041-09	331 W J ST, Ontario, CA 91762	138.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	690.00

Parcel Number	Address	Amount Due
1048-042-01	327 W J ST, Ontario, CA 91762	138.00
1048-043-01	213 W J ST, Ontario, CA 91762	138.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	276.00
1048-043-25	936 N LAUREL AV, Ontario, CA 91762	138.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	828.00
1048-052-14	132 W J ST, Ontario, CA 91762	140.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	1,886.00
1048-061-08	230 E FOURTH ST, Ontario, CA 91764	138.00
1048-061-26	107 E ROSEWOOD CT, Ontario, CA 91764	92.00
1048-062-24	1012 N EUCLID AV, Ontario, CA 91764	92.00
1048-071-50	936 N EUCLID AV, Ontario, CA 91764	368.00
1048-071-51	938 N EUCLID AV, Ontario, CA 91764	368.00
1048-081-24	650 E J ST, Ontario, CA 91764	138.00
1048-091-10	560 E FOURTH ST, Unit:A, Ontario, CA 91764	138.00
1048-093-22	647 E J ST, Ontario, CA 91764	138.00
1048-102-04	722 E ROSEWOOD CT, Ontario, CA 91764	138.00
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	46.00
1048-102-21	709 E J ST, Ontario, CA 91764	138.00
1048-121-08	1069 E I ST, Ontario, CA 91764	138.00
1048-122-29	934 E PLAZA SERENA ST, Ontario, CA 91764	138.00
1048-123-17	1023 E I ST, Ontario, CA 91764	87.00
1048-124-19	1046 E I ST, Ontario, CA 91764	138.00
1048-133-06	940 E J ST, Ontario, CA 91764	138.00
1048-161-20	852 N PARKSIDE AV, Ontario, CA 91764	138.00
1048-161-28	821 N ALAMEDA AV, Ontario, CA 91764	138.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	138.00
1048-191-16	933 E G ST, Ontario, CA 91764	276.00
1048-191-19	724 N GREENWOOD AV, Ontario, CA 91764	138.00
1048-202-14	748 E H ST, Ontario, CA 91764	138.00
1048-221-22	654 E I ST, Ontario, CA 91764	92.00
1048-221-51	515 E GRANADA CT, Ontario, CA 91764	138.00
1048-222-10	608 E GRANADA CT, Ontario, CA 91764	138.00
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	276.00
1048-241-07	210 E H ST, Ontario, CA 91764	276.00
1048-242-06	113 E G ST, Ontario, CA 91764	644.00
1048-251-23	430 E I ST, Ontario, CA 91764	138.00
1048-252-07	212 E GRANADA CT, Ontario, CA 91764	46.00
1048-252-41	802 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91764	552.00
1048-261-21	119 W I ST, Ontario, CA 91762	414.00
1048-261-44	423 W I ST, Ontario, CA 91762	414.00
1048-262-04	407 W GRANADA CT, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1048-262-38	220 W H ST, Ontario, CA 91762	644.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	92.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	138.00
1048-291-20	509 W I ST, Ontario, CA 91762	368.00
1048-291-21	503 W I ST, Ontario, CA 91762	276.00
1048-292-03	651 W GRANADA CT, Ontario, CA 91762	138.00
1048-311-20	750 W F ST, Ontario, CA 91762	138.00
1048-312-10	603 N SAN ANTONIO AV, Ontario, CA 91762	276.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	276.00
1048-332-06	535 W FLORA ST, Ontario, CA 91762	552.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	138.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	1,564.00
1048-332-21	548 W D ST, Ontario, CA 91762	552.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	138.00
1048-343-10	412 W D ST, Ontario, CA 91762	138.00
1048-364-08	415 N PLUM AV, Ontario, CA 91764	184.00
1048-364-09	225 E D ST, Ontario, CA 91764	92.00
1048-365-10	225 E E ST, Ontario, CA 91764	276.00
1048-366-12	203 E F ST, Ontario, CA 91764	368.00
1048-371-06	328 E G ST, Ontario, CA 91764	138.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	138.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	276.00
1048-372-13	309 E E ST, Ontario, CA 91764	276.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	138.00
1048-374-02	408 E E ST, Ontario, CA 91764	276.00
1048-374-16	405 E D ST, Ontario, CA 91764	276.00
1048-391-09	527 E E ST, Unit:A, Ontario, CA 91764	414.00
1048-391-16	514 N SULTANA AV, Ontario, CA 91764	184.00
1048-392-05	639 E E ST, Ontario, CA 91764	92.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	520.00
1048-401-02	757 E E ST, Ontario, CA 91764	138.00
1048-402-24	711 E D ST, Ontario, CA 91764	414.00
1048-411-04	622 N CAMPUS AV, Ontario, CA 91764	46.00
1048-411-21	753 E F ST, Ontario, CA 91764	276.00
1048-412-08	734 E F ST, Ontario, CA 91764	92.00
1048-413-01	524 N BERLYN AV, Ontario, CA 91764	92.00
1048-413-03	812 E F ST, Ontario, CA 91764	46.00
1048-421-02	500 N ALLYN AV, Ontario, CA 91764	138.00
1048-421-23	965 E F ST, Ontario, CA 91764	138.00
1048-432-27	1012 E G ST, Ontario, CA 91764	138.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	276.00

Parcel Number	Address	Amount Due
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	138.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	276.00
1048-451-23	448 N PARKSIDE AV, Ontario, CA 91764	368.00
1048-451-44	521 N GROVE AV, Ontario, CA 91764	168.84
1048-452-01	1136 E FLORA ST, Ontario, CA 91764	552.00
1048-452-02	1148 E FLORA ST, Ontario, CA 91764	368.00
1048-452-08	433 N PARKSIDE AV, Ontario, CA 91764	552.00
1048-452-10	411 N PARKSIDE AV, Unit:A, Ontario, CA 91764	736.00
1048-461-16	1079 E ELMA ST, Ontario, CA 91761	276.00
1048-461-17	1063 E ELMA ST, Ontario, CA 91761	276.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	414.00
1048-463-35	1162 E ELMA ST, Ontario, CA 91761	276.00
1048-463-51	1159 E NOCTA ST, Ontario, CA 91761	138.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	552.00
1048-471-24	1072 E NOCTA ST, Unit:1, Ontario, CA 91761	4,416.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	46.00
1048-481-11	942 E NOCTA ST, Ontario, CA 91761	460.00
1048-481-12	946 NOCTA ST E, Ontario, CA 91761	184.00
1048-481-13	952 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-14	954 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-15	956 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-16	958 E NOCTA ST, Ontario, CA 91761	184.00
1048-481-17	1008 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-18	1006 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-19	1004 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-481-20	1002 E NOCTA ST, Unit:A, Ontario, CA 91761	184.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	276.00
1048-492-17	1014 ELMA ST E, Ontario, CA 91761	276.00
1048-501-14	341 N MUSCATEL AV, Ontario, CA 91761	138.00
1048-502-06	319 N BERLYN AV, Ontario, CA 91761	138.00
1048-504-08	840 E D ST, Ontario, CA 91761	138.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	92.00
1048-505-16	811 E NOCTA ST, Ontario, CA 91761	414.00
1048-511-17	804 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-18	808 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-19	812 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-20	818 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-21	824 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-22	828 E NOCTA ST, Ontario, CA 91761	276.00
1048-511-23	834 E NOCTA ST, Ontario, CA 91761	184.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	92.00

Parcel Number	Address	Amount Due
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	276.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	276.00
1048-512-02	124 N CAMPUS AV, Ontario, CA 91761	140.00
1048-521-02	510 E NOCTA ST, Ontario, CA 91764	552.00
1048-521-05	528 E NOCTA ST, Ontario, CA 91764	138.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	138.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	276.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	92.00
1048-533-12	623 E NOCTA ST, Ontario, CA 91761	276.00
1048-534-12	301 N CAMPUS AV, Unit:1, Ontario, CA 91761	552.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	276.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	138.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	138.00
1048-561-12	312 N PALM AV, Ontario, CA 91762	138.00
1048-564-02	119 W B ST, Building:1, Ontario, CA 91762	595.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,334.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	1,807.00
1048-566-07	303 N EUCLID AV, Building:1, Ontario, CA 91762	1,933.26
1048-571-05	405 W D ST, Unit:A, Ontario, CA 91762	414.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	414.00
1048-572-12	426 W B ST, Ontario, CA 91762	138.00
1048-574-03	319 W B ST, Ontario, CA 91762	138.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,242.00
1048-575-02	319 W C ST, Ontario, CA 91762	414.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	414.00
1048-576-06	304 W C ST, Ontario, CA 91762	92.00
1048-576-09	324 W C ST, Unit:1, Ontario, CA 91762	460.00
1048-581-07	607 W D ST, Ontario, CA 91762	140.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	1,288.00
1048-581-28	301 N VINE AV, Ontario, CA 91762	140.00
1048-581-51	315 N BEVERLY CT, Ontario, CA 91762	552.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	644.00
1048-581-70	535 W D ST, Unit:D, Ontario, CA 91762	211.00
1048-581-73	535 W D ST, Unit:G, Ontario, CA 91762	211.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	138.00
1048-592-13	525 W VESTA ST, Ontario, CA 91762	368.00
1048-592-14	517 W VESTA ST, Ontario, CA 91762	460.00

Parcel Number	Address	Amount Due
1048-603-22	754 W B ST, Ontario, CA 91762	138.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	138.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	140.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	140.00
1049-057-03	109 W HOLT BL, Building:1, Ontario, CA 91762	20.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	1,295.00
1049-091-10	201 SULTANA AV S, Ontario, CA 91761	276.00
1049-094-05	114 S CAMPUS AV, Building:1, Ontario, CA 91761	138.00
1049-094-06	121 S MALCOLM AV, Ontario, CA 91761	138.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	739.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	91.00
1049-111-07	807 E STATE ST, Building:1, Ontario, CA 91761	91.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	140.00
1049-202-08	415 S CALDWELL AV, Ontario, CA 91761	138.00
1049-202-15	764 E ONTARIO BL, Ontario, CA 91761	184.00
1049-221-32	550 E SUNKIST ST, Ontario, CA 91761	140.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	49,015.00
1049-232-20	560 E PARK ST, Ontario, CA 91761	140.00
1049-232-23	551 E SUNKIST ST, Ontario, CA 91761	140.00
1049-233-04	684 E STATE ST, Building:1, Ontario, CA 91761	140.00
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	140.00
1049-233-10	645 E PARK ST, Ontario, CA 91761	140.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	138.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	414.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	30,000.00
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	92.00
1049-243-08	428 S PLUM AV, Ontario, CA 91761	276.00
1049-243-09	219 E PARK ST, Ontario, CA 91761	414.00
1049-243-13	203 E PARK ST, Unit:A, Ontario, CA 91761	276.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	140.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	30,000.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	138.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	276.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	138.00
1049-254-03	214 E NEVADA ST, Ontario, CA 91761	414.00
1049-254-06	722 S PLUM AV, Ontario, CA 91761	92.00
1049-258-12	407 E CALIFORNIA ST, Ontario, CA 91761	138.00
1049-261-10	401 W SUNKIST ST, Ontario, CA 91762	138.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	414.00
1049-261-15	416 W NEVADA ST, Ontario, CA 91762	368.00
1049-261-17	424 W NEVADA ST, Unit:A, Ontario, CA 91762	276.00

Parcel Number	Address	Amount Due
1049-263-12	619 S FERN AV, Ontario, CA 91762	552.00
1049-265-08	212 W NEVADA ST, Ontario, CA 91762	46.00
1049-272-08	518 S FERN AV, Ontario, CA 91762	92.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	276.00
1049-275-07	210 W PARK ST, Ontario, CA 91762	368.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	184.00
1049-278-10	516 S EUCLID AV, Ontario, CA 91762	276.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	414.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	138.00
1049-284-19	526 W SUNKIST ST, Ontario, CA 91762	92.00
1049-291-24	642 W NEVADA ST, Ontario, CA 91762	276.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	184.00
1049-292-05	637 W NEVADA ST, Ontario, CA 91762	184.00
1049-293-19	536 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-16	708 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-17	712 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	138.00
1049-303-20	722 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-21	730 W NEVADA ST, Ontario, CA 91762	276.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	305.00
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	138.00
1049-323-05	917 SAN ANTONIO AV S, Ontario, CA 91762	138.00
1049-332-12	105 W CALIFORNIA ST, Ontario, CA 91762	220.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	276.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	276.00
1049-353-14	521 MAITLAND ST E, Ontario, CA 91761	140.00
1049-365-04	917 S CAMPUS AV, Ontario, CA 91761	138.00
1049-365-05	913 S CAMPUS AV, Ontario, CA 91761	138.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	138.00
1049-368-10	836 S BON VIEW AV, Ontario, CA 91761	92.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	138.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	276.00
1049-392-02	1026 S GROVE AV, Ontario, CA 91761	276.00
1049-411-18	1352 S GROVE AV, Unit:A, Ontario, CA 91761	3,923.01
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	420.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	527.00
1049-461-07	1210 S BON VIEW AV, Ontario, CA 91761	92.00
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	276.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	276.00
1049-494-08	1366 S PLEASANT AV, Ontario, CA 91761	138.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	276.00

Parcel Number	Address	Amount Due
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	138.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	138.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	92.00
1049-513-11	410 E MAITLAND ST, Ontario, CA 91761	138.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	276.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	276.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	276.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	276.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	276.00
1049-514-27	317 E BELMONT ST, Ontario, CA 91761	138.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	276.00
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	92.00
1049-531-51	201 E ACACIA ST, Ontario, CA 91761	276.00
1049-532-14	302 E ACACIA ST, Ontario, CA 91761	276.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	138.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	276.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	276.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	276.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	552.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	138.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	276.00
1049-551-23	1214 S PALM AV, Ontario, CA 91762	276.00
1049-551-25	1226 S PALM AV, Ontario, CA 91762	138.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	138.00
1049-562-03	1119 S VINE AV, Ontario, CA 91762	138.00
1049-562-22	320 W BELMONT ST, Ontario, CA 91762	138.00
1049-571-07	631 W MAITLAND ST, Ontario, CA 91762	138.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	414.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	276.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	276.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	100.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00

Parcel Number	Address	Amount Due
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	276.00
1049-581-16	1022 S SAN ANTONIO AV, Ontario, CA 91762	184.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	276.00
1049-581-22	738 W RALSTON ST, Ontario, CA 91762	138.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	552.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	552.00
1049-583-55	716 W PHILLIPS ST, Ontario, CA 91762	2,070.00
1049-583-63	722 PHILLIPS ST W, Unit:9, Ontario, CA 91762	138.00
1049-591-13	647 W BELMONT ST, Ontario, CA 91762	138.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	828.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	138.00
1049-592-21	1234 S VINE AV, Ontario, CA 91762	276.00
1049-592-29	1211 S BONITA CT, Ontario, CA 91762	368.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	138.00
1049-612-05	1330 S BEVERLY AV, Ontario, CA 91762	46.00
1050-041-20	456 W ELM ST, Ontario, CA 91762	92.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	276.00
1050-051-08	116 W ELM ST, Ontario, CA 91762	138.00
1050-071-58	1507 EUCLID AV S, Ontario, CA 91761	920.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	220.00
1050-081-17	119 E BUDD ST, Ontario, CA 91761	347.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	138.00
1050-091-39	1540 S PLEASANT AV, Ontario, CA 91761	138.00
1050-232-12	1650 S CAMPUS AV, Unit:99, Ontario, CA 91761	138.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	138.00
1050-233-18	1650 S CAMPUS AV, Unit:77, Ontario, CA 91761	138.00
1050-234-17	1650 S CAMPUS AV, Unit:17, Ontario, CA 91761	138.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	138.00
1050-234-43	1614 S CAMPUS AV, Unit:A, Ontario, CA 91761	1,242.00
1050-234-44	1604 S CAMPUS AV, Unit:A, Ontario, CA 91761	552.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	138.00
1050-243-09	1717 S MONTEREY AV, Ontario, CA 91761	138.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	138.00
1050-262-07	114 E LOCUST ST, Ontario, CA 91761	276.00
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	138.00
1050-282-10	1701 S FERN AV, Ontario, CA 91762	138.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	138.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	143.00
1050-341-65	1839 S HOLLY AV, Ontario, CA 91762	138.00
1050-342-01	655 W CEDAR ST, Ontario, CA 91762	138.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	138.00

Parcel Number	Address	Amount Due
1050-361-18	1952 S FERN AV, Ontario, CA 91762	138.00
1050-361-60	1925 S VINE AV, Ontario, CA 91762	138.00
1050-381-04	1910 S EUCLID AV, Ontario, CA 91762	140.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,220.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	138.00
1050-401-11	220 E FRANCIS ST, Ontario, CA 91761	140.00
1050-542-06	2001 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-41	2029 S CAMPUS AV, Unit:F, Ontario, CA 91761	138.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	138.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	138.00
1050-542-73	714 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-542-80	757 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-543-04	2026 S BON VIEW AV, Unit:D, Ontario, CA 91761	46.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	138.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	138.00
1050-562-08	2115 S SULTANA AV, Ontario, CA 91761	138.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	138.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	138.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	46.00
1050-632-04	720 W DAMSON CT, Ontario, CA 91762	138.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	138.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	138.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	138.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	727.00
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	1,932.00
1051-091-49	2224 S MIRAMONTE PL, Ontario, CA 91761	46.00
1051-101-55	2313 S PLEASANT AV, Ontario, CA 91761	138.00
1051-121-20	2204 S TAYLOR PL, Ontario, CA 91761	138.00
1051-131-15	931 E SHEARWATER ST, Ontario, CA 91761	138.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	46.00
1051-171-15	2425 S MARIGOLD PL, Ontario, CA 91761	138.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	138.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	644.45
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	138.00
1051-181-39	1048 E OAK HILL ST, Ontario, CA 91761	46.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	138.00
1051-201-64	667 E FAIRFIELD CT, Ontario, CA 91761	138.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	138.00
1051-271-34	320 W WALNUT ST, Unit:2, Ontario, CA 91762	46.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	138.00

Parcel Number	Address	Amount Due
1051-301-40	2556 S PHOENIX PL, Ontario, CA 91761	91.00
1051-311-32	2532 S GOLDCREST PL, Ontario, CA 91761	138.00
1051-341-67	1125 E HAZELTINE CT, Ontario, CA 91761	138.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	138.00
1051-351-03	2626 S CUCAMONGA AV, Ontario, CA 91761	92.00
1051-351-69	958 E BERMUDA DUNES ST, Ontario, CA 91761	120.00
1051-381-10	2610 S BON VIEW AV, Ontario, CA 91761	138.00
1051-381-48	0 E TAM O'SHANTER ST, Ontario, CA 91761	140.00
1051-421-75	2720 S CHERRY AV, Ontario, CA 91761	138.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	138.00
1051-431-49	109 W BERMUDA DUNES CT, Ontario, CA 91762	46.00
1051-531-56	548 E DORAL ST, Ontario, CA 91761	140.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	138.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	138.00
1051-601-30	627 E MERION ST, Ontario, CA 91761	46.00
1051-601-56	605 E DUNES CT, Ontario, CA 91761	138.00
1051-601-79	551 E RIVERSIDE DR, Building:1, Unit:1, Ontario, CA 91761	13,064.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	138.00
1052-181-01	8074 E CHINO AV, Ontario, CA 91761	46.00
1052-431-06	13450 BON VIEW AV S, Ontario, CA 91761	140.00
1052-531-01	0 E SCHAEFER AV, Ontario, CA 91761	140.00
1053-101-01	7435 E SCHAEFER AV, Ontario, CA 91761	22,500.00
1053-191-01	7444 E EDISON AV, Ontario, CA 91761	276.00
1053-571-02	0 S BON VIEW AV, Ontario, CA 91710	140.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	1,347.00
1073-291-35	4742 S SCOTT WY, Ontario, CA 91762	91.00
1073-362-01	3397 E GARRICK ST, Building:, Unit:, Ontario, CA 91762	170.00
1083-051-33	2832 S CANTERBURY TR, Ontario, CA 91761	311.00
1083-061-09	2665 E RIVERSIDE DR, Unit:A, Ontario, CA 91761	220.00
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	138.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	138.00
1083-131-05	2416 S REINDEER LN, Ontario, CA 91761	138.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	138.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	138.00
1083-151-12	0 S HAVEN AV, Ontario, CA 91761	140.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	138.00
1083-161-61	3235 E ANTLER RD, Ontario, CA 91761	138.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-08	3240 E CLEAR LAKE RD, Ontario, CA 91761	138.00
1083-171-15	3250 E SUMMER ISLAND CT, Ontario, CA 91761	138.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	138.00

City of Ontario
Community Improvement Department
2025/2026 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	138.00
1083-193-02	2750 S PINE VALLEY AV, Ontario, CA 91761	138.00
1083-201-33	2832 S CEDAR RIDGE PL, Ontario, CA 91761	138.00
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	138.00
1083-251-75	2948 E DUNES ST, Ontario, CA 91761	138.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	46.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	138.00
1083-331-08	2585 S ROCK SPRINGS PL, Ontario, CA 91761	311.00
1083-371-23	2618 S CRYSTAL SPRING PL, Ontario, CA 91761	138.00
1083-382-11	2733 S BEAR CREEK PL, Ontario, CA 91761	138.00
1083-391-36	2826 S OAK CREEK DR, Unit:B, Ontario, CA 91761	138.00
1083-394-13	3652 E CARIBOU CREEK CT, Ontario, CA 91761	138.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	138.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	138.00
1083-421-64	2748 S CONDOR CREEK LN, Ontario, CA 91761	138.00
1083-441-33	3826 E ELK CREEK DR, Ontario, CA 91761	138.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	138.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	138.00
1083-452-30	3725 E STRAWBERRY CREEK WY, Ontario, CA 91761	138.00
1083-452-42	2908 S SNOW CREEK LN, Ontario, CA 91761	92.00
1083-462-17	2852 S MCCLOUD RIVER LN, Ontario, CA 91761	138.00
1083-471-77	3952 E SALT CREEK WY, Ontario, CA 91761	46.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	138.00
843		**610,335.92**

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Recreation & Community Services Prepared By: Danielle Guevara Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Lacey A Rightmer Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALTEK TECHNOLOGIES, INC., FOR LOW-VOLTAGE CABLING AND EQUIPMENT INSTALLATION**

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute Amendment No. 8 to the Professional Services Agreement with CalTek Technologies, Inc., of Ontario, CA, for low-voltage cabling, to increase the authorized amount by $78,499, for a total not-to-exceed contract amount of $625,732.

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

FISCAL IMPACT: The proposed Amendment No. 8 to the Professional Services Agreement increases the authorized contract amount by $78,499, for a total contract amount not-to-exceed $625,732. The fixed billing rates specified in the current Agreement will determine the amount charged for service and reflect the actual service provided. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund and Treasury Asset Seizure Fund for low-voltage cabling and equipment installation. If approved, additional appropriations will be requested in future year budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: On March 2, 2022, the City Council approved an Agreement with CalTek Technologies Inc. ("CalTek") for low-voltage cabling and related services. Low-voltage cabling is wiring for technology, such as computer networks, phone lines, security cameras, and TV connections ("Agreement"). This cabling carries less power than regular electrical wires. CalTek has completed many projects for various City departments, including the Museum secure storage project, the Conservation Park re-cabling project, and the Ontario Municipal Utilities Company modular trailer project. CalTek is familiar with the cabling infrastructure, standards utilized, and secure area access protocols across the City. This experience ensures work is completed effectively and efficiently to meet the City's needs.

For this Amendment, CalTek will install cameras and cabling at the De Anza Community and Teen Center, Ontario Senior Center, Westwind Community Center, and Ontario Police Department Facility.

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 CALTEK TECHNOLOGIES, 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 CalTek Technologies, Inc., a Corporation "Contractor". City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Professional Services Agreement" dated March 2, 2022 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to include the following work in the locations listed on Attachment "B". The scope of work will supply and install cables and cameras at Armstrong Community Center, De Anza Community Center, the Ontario Senior Center, Westwind Community Center, and the Ontario Police Department. The City and Contractor agree to increase the Agreement's compensation by Seventy-Eight Thousand Four Hundred Ninety-Nine Dollars ($78,499) for a total revised not-to-exceed amount of Six Hundred Twenty-Five Thousand Seven Hundred Thirty-Two Dollars ($625,732). The Parties have heretofore entered into the Amendment No. 1 dated April 4, 2023, Amendment No. 2 dated July 18, 2023, Amendment No. 3 dated December 5, 2023, Amendment No. 4 dated January 16, 2024, Amendment No. 5 dated May 17, 2024, Amendment No. 6 dated October 1, 2024, and Amendment No. 7 dated February 18, 2025.

2.3 Amendment Authority. This Amendment No.8 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

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

> "Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" and Attachment "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Six Hundred Twenty-Five Thousand Seven Hundred Thirty-Two Dollars ($625,732) without the written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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 THE PROFESSIONAL SERVICES AGREEMENT BEWEEN THE CITY OF ONTARIO AND CALTEK TECHNOLOGIES, 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

CALTEK TECHNOLOGIES, INC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

ATTACHMENT "A"
COMPENSATION

Compensation Sheet

CLIENT: CITY OF ONTARIO

HOURLY RATES		
TYPE	**RATE**	**Descriptions/Conditions**
Normal Service Hours:	$107.00 per hour	6am to 5pm
After Hours:	$128.40 per hour	5pm to 6am
Double-Time Hours:	$175.50 per hour	Sunday After 12 hours in a day
Holiday Hours:	$175.50 per hour	
Splice 1-24 Optical Fiber:	$107.00 per hour	
MISC CONDITIONS		
Minimum Hours Billed Per Service Call:		4 hours
Response Time (Non-Emergency):		24 hours
Response Time (Emergency):		4 hours
Materials Mark-Up Rate:		15%

ATTACHMENT "B"
SCOPE

See Attached

TECHNOLOGIES SYSTEM PROPOSAL

CalTek Technologies, Inc.
1939 S Lake PL
Ontario, CA 91761
LIC #1090616 and Bonded
www.caltekcomm.com

Telephone: (909) 295-3400
Fax: (909) 203-7404
Email: projects@caltekcomm.com
Prepared By: Patrick Fallesgon

Customer Name	ONTARIO	**Proposal Date**	05/14/25
Project Name	ARMSTRONG CENTER CAT6 INSTALLATION PROJECT	**Quote Number**	7782.A
Requested By	CARLOS CHAVEZ	**Site Address**	1265 S PALMETTO AVE, ONTARIO, CA 91762
Telephone	(626) 224-2564		
Address	303 E B ST, ONTARIO, CA 91764	**Customer PO**	

PROPOSED SCOPE OF SERVICES
CALTEK TECHNOLOGIES proposes to furnish all parts and labor to install the following:

SCOPE OF WORK:

CAT6 Cables

- Provide and install (04) CAT6 cables from the new location of the TR to the drop locations provided by City of Ontario ITS.
  - Provide and terminate (01) Leviton 48-port CAT6 Patch panel.
  - Provide and terminate (04) Leviton CAT6 Blue Jacks for the work area outlet locations.
  - Provide and install (02) Leviton 2-port White Faceplates.
  - Provide labor to relocate existing Kronos clock to the location provided by City of Ontario ITS.
- Provide labor to Label and Certify per City of Ontario Standards.

NOTES OF IMPORTANCE:

- Caltek will be shown the locations of the drops on the wall prior to starting the work.
- Any work outside of the Scope of Work is subject to a change order.

ASSUMPTIONS/QUALIFICATIONS

- Scope of Work is based on a provided floor plan with detailed outlet locations.
- It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be fishable sheet rock wall construction and hollow.
- Labor is based on regular hours work.
- Pricing does not include horizontal or vertical surface raceway.
- Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
- Space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
- Conduits and pull boxes required for cable pathway will be the responsibility of OTHERS and are suitable for the installation of the new proposed cabling.
- Any core holes required for cable pathway or access will be the responsibility of OTHERS. Pricing does include boring or drilling through concrete or firewalls.
- A ground bar exists in each Telecommunications room and will have connectivity to the main building ground.
- Equipment Room has sufficient space for installation of equipment rack, and all required termination hardware and equipment.
- Unless noted, data and voice patching and switch ports will be the responsibility of others.
- A pathway will be provided for cable access to all modular furniture station outlets.
- No man-lift is included and if required shall be considered a change order and billed to the customer.
- All phone switch programming, connectivity, and related work will be the responsibility of others.
- The proposed pricing is valid for a period of 30-days.
- For Wire Removal – Caltek Technologies will remove all ceiling tiles. All building and security alarms, pay phone wiring, and door-strike controls will be identified by the Customer, as well as any other wiring that is not included in the removal.
- Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
- Proposal does include state or federal prevailing wages.
- No other work unless specifically noted is included in this proposal.

PROPOSED FEE SCHEDULE

CALTEK TECHNOLOGIES hereby proposes to provide and install the proposed Cabling System (described above) for the following:

Material $1,144.40

Labor: $1,341.60

Tax: $100.14

GRAND TOTAL LUMP SUM: $2,586.14

GENERAL CONDITIONS

1. The Customer will provide prompt access to work areas when required. Any additional time resulting from lack of access will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
2. Both Caltek Technologies and the Customer will adhere to compliance to all applicable codes.
3. Asbestos Contamination - It is the Customer's responsibility to provide Caltek Technologies employees and subcontractors with an environment free from hazardous pollutants, including Asbestos. In the event pollutants are encountered, the Customer shall remove the pollutant and bear any additional construction and installation charges, which may result.
4. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
5. Sub structure to be provided by the Customer and is not included in this quotation are the following; core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
6. Removal of left in, existing, or abandoned wire and cable are not included in this proposal unless stated in the Scope of Work section.
7. **Payment terms:**
    - **Initial Billing 35% upon commencement of project / PO Release – due upon receipt.**
    - **Progress Payment #1 30% of total due upon 50% Completion of Scope of Work – Net30.**
    - **Progress Payment #2 25% of total due upon 75% Completion of Scope of Work – Net30.**
    - **Final Payment #3 10% of total due upon 100% Completion of Scope of Work– Net30.**
8. **Past Due Invoices Service Charge**
    - **Invoices 45 days past due are subject to a 1.2% service charge per month.**
    - **Invoices 60 days past due are subject to a 3% service charge per month.**
    - **Invoices 90 days past due are subject to a 5% service charge per month.**
9. The cost to expedite shipping is not included in this proposal and if required shall be considered a change order and billed to the customer.
10. Alterations or deviations, if any from the scope of work, or any delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount.
11. Change Management for additions to proposed SOW will be submitted by the Caltek Technologies Project Manager and approved by the customer before work is approved or additional material is ordered.
12. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at

PROPOSAL AUTHORIZATION AND ACCEPTANCE:

ON BEHALF OF CALTEK TECHNOLOGIES	Date	**ON BEHALF OF CUSTOMER**	Date

TECHNOLOGIES SYSTEM PROPOSAL

CalTek Technologies, Inc.
1939 S Lake PL
Ontario, CA 91761
LIC #1090616 and Bonded
www.caltekcomm.com

Telephone: (909) 295-3400
Fax: (909) 203-7404
Email: projects@caltekcomm.com
Prepared By: Patrick Fallesgon

Customer Name	CITY OF ONTARIO	**Proposal Date**	05/13/25
Project Name	CITY OF ONTARIO DeANZA CAMERA PROJECT	**Quote Number**	7772
Requested By	DAVID VELASQUEZ	**Site Address**	1405 SOUTH FERN AVENUE ONTARIO, CA 91762
Telephone	(909) 395-2056		
Address	303 EAST B STREET, ONTARIO, CA 91764	**Customer PO**	

PROPOSED SCOPE OF SERVICES
CALTEK TECHNOLOGIES proposes to furnish all parts and labor to install the following:

SCOPE OF WORK:

CAT6 Cables

- **Provide and install (02) Berk-Tek LANmark 6 CAT6 Blue cables from the TR to the locations provided by City of Ontario ITS for IP Cameras.**
  - Provide and terminate (02) RJ-45 CAT6 Mod plugs for the camera locations.
  - Provide labor to Label and Certify CAT6 cables per Customer's Standards.

Axis Cameras

- **Provide and install (02) Axis Cameras per the locations provided by City of Ontario ITS**
  - Provide and install (02) AXIS P3738-PLE Multisensor Panoramic Camera 4x4K Cameras per the locations provided by City of Ontario ITS

Coring

- **Provide labor to core (02) 1" holes for the Outdoor Camera locations.**

Support

- **Provide and install (190ft) of ¾" EMT conduit to support the camera cable per the location provided by City of Ontario ITS.**
    - Provide and install (38) ¾" couplers for the new Conduit pathway.
    - Provide and install (02) ¾" Connectors.
    - Provide and install (38) 2-hole straps to support Conduit pathway

NOTES OF IMPORTANCE:

- Caltek will be shown the locations of the drops on the wall prior to starting the work.
- Any work outside of the Scope of Work is subject to a change order.
- All camera locations will have a home run conduit from the camera locations to the TR.

ASSUMPTIONS/QUALIFICATIONS

- Scope of Work is based on a provided floor plan with detailed outlet locations.
- It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be fishable sheet rock wall construction and hollow.
- Labor is based on regular hours work.
- Pricing does not include horizontal or vertical surface raceway.
- Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
- Space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
- Conduits and pull boxes required for cable pathway will be the responsibility of OTHERS and are suitable for the installation of the new proposed cabling.
- Any core holes required for cable pathway or access will be the responsibility of OTHERS. Pricing does include boring or drilling through concrete or firewalls.
- A ground bar exists in each Telecommunications room and will have connectivity to the main building ground.
- Equipment Room has sufficient space for installation of equipment rack, and all required termination hardware and equipment.
- Unless noted, data and voice patching and switch ports will be the responsibility of others.
- A pathway will be provided for cable access to all modular furniture station outlets.
- No man-lift is included and if required shall be considered a change order and billed to the customer.
- All phone switch programming, connectivity, and related work will be the responsibility of others.
- The proposed pricing is valid for a period of 30-days.
- For Wire Removal – Caltek Technologies will remove all ceiling tiles. All building and security alarms, pay phone wiring, and door-strike controls will be identified by the Customer, as well as any other wiring that is not included in the removal.
- Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
- Proposal does include state or federal prevailing wages.
- No other work unless specifically noted is included in this proposal.

PROPOSED FEE SCHEDULE

CALTEK TECHNOLOGIES hereby proposes to provide and install the proposed Cabling System (described above) for the following:

MATERIAL: $6,603.04
LABOR: $5,963.36
TAX: $577.77
LIFT RENTAL: $1,440.00
GRAND TOTAL LUMP SUM: $14,584.17

GENERAL CONDITIONS

1. The Customer will provide prompt access to work areas when required. Any additional time resulting from lack of access will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
2. Both Caltek Technologies and the Customer will adhere to compliance to all applicable codes.
3. Asbestos Contamination - It is the Customer's responsibility to provide Caltek Technologies employees and subcontractors with an environment free from hazardous pollutants, including Asbestos. In the event pollutants are encountered, the Customer shall remove the pollutant and bear any additional construction and installation charges, which may result.
4. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
5. Sub structure to be provided by the Customer and is not included in this quotation are the following; core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
6. Removal of left in, existing, or abandoned wire and cable are not included in this proposal unless stated in the Scope of Work section.
7. **Payment terms:**
    - **Initial Billing 35% upon commencement of project / PO Release – due upon receipt.**
    - **Progress Payment #1 30% of total due upon 50% Completion of Scope of Work – Net30.**
    - **Progress Payment #2 25% of total due upon 75% Completion of Scope of Work – Net30.**
    - **Final Payment #3 10% of total due upon 100% Completion of Scope of Work– Net30.**
8. **Past Due Invoices Service Charge**
    - **Invoices 45 days past due are subject to a 1.2% service charge per month.**
    - **Invoices 60 days past due are subject to a 3% service charge per month.**
    - **Invoices 90 days past due are subject to a 5% service charge per month.**
9. The cost to expedite shipping is not included in this proposal and if required shall be considered a change order and billed to the customer.
10. Alterations or deviations, if any from the scope of work, or any delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount.
11. Change Management for additions to proposed SOW will be submitted by the Caltek Technologies Project Manager and approved by the customer before work is approved or additional material is ordered.
12. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at

PROPOSAL AUTHORIZATION AND ACCEPTANCE:

ON BEHALF OF CALTEK TECHNOLOGIES	Date	**ON BEHALF OF CUSTOMER**	Date

TECHNOLOGIES SYSTEM PROPOSAL

CalTek Technologies, Inc.
1939 S Lake PL
Ontario, CA 91761
LIC #1090616 and Bonded
www.caltekcomm.com

Telephone: (909) 295-3400
Fax: (909) 203-7404
Email: projects@caltekcomm.com
Prepared By: Patrick Fallesgon

Customer Name	CITY OF ONTARIO	**Proposal Date**	05/14/25
Project Name	CITY OF ONTARIO SENIOR CENTER CAMERA PROJECT	**Quote Number**	7771
Requested By	DAVID VELASQUEZ	**Site Address**	225 E B ST, ONTARIO, CA 91764
Telephone	(909) 395-2056		
Address	303 EAST B STREET, ONTARIO, CA 91764	**Customer PO**	

PROPOSED SCOPE OF SERVICES
CALTEK TECHNOLOGIES proposes to furnish all parts and labor to install the following:

SCOPE OF WORK:

CAT6 Cables

- **Provide and install (06) Berk-Tek LANmark 6 CAT6 Blue cables from the TR to the locations provided by City of Ontario ITS for IP Cameras.**
  - Provide and terminate (06) RJ-45 CAT6 Mod plugs for the camera locations.
  - Provide labor to Label and Certify CAT6 cables per Customer's Standards.

Axis Cameras

- **Provide and install (06) Axis Cameras per the locations provided by City of Ontario ITS**
  - Provide and install (05) AXIS P3267-LVE Fixed Dome Camera with DLPU Forensic WDR L per the locations provided by City of Ontario ITS
  - Provide and install (01) AXIS Panoramic 13 Megapixel Outdoor 4K Network Camera per the location provided by City of Ontario ITS.

NOTES OF IMPORTANCE:

- Caltek will be shown the locations of the drops on the wall prior to starting the work.

- Any work outside of the Scope of Work is subject to a change order.

ASSUMPTIONS/QUALIFICATIONS

- Scope of Work is based on a provided floor plan with detailed outlet locations.
- It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be fishable sheet rock wall construction and hollow.
- Labor is based on regular hours work.
- Pricing does not include horizontal or vertical surface raceway.
- Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
- Space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
- Conduits and pull boxes required for cable pathway will be the responsibility of OTHERS and are suitable for the installation of the new proposed cabling.
- Any core holes required for cable pathway or access will be the responsibility of OTHERS. Pricing does include boring or drilling through concrete or firewalls.
- A ground bar exists in each Telecommunications room and will have connectivity to the main building ground.
- Equipment Room has sufficient space for installation of equipment rack, and all required termination hardware and equipment.
- Unless noted, data and voice patching and switch ports will be the responsibility of others.
- A pathway will be provided for cable access to all modular furniture station outlets.
- No man-lift is included and if required shall be considered a change order and billed to the customer.
- All phone switch programming, connectivity, and related work will be the responsibility of others.
- The proposed pricing is valid for a period of 30-days.
- For Wire Removal – Caltek Technologies will remove all ceiling tiles. All building and security alarms, pay phone wiring, and door-strike controls will be identified by the Customer, as well as any other wiring that is not included in the removal.
- Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
- Proposal does include state or federal prevailing wages.
- No other work unless specifically noted is included in this proposal.

PROPOSED FEE SCHEDULE

CALTEK TECHNOLOGIES hereby proposes to provide and install the proposed Cabling System (described above) for the following:

MATERIAL: $9,895.96

LABOR: $4,668.98

TAX: $865.90

GRAND TOTAL LUMP SUM: $15,430.84

GENERAL CONDITIONS

1. The Customer will provide prompt access to work areas when required. Any additional time resulting from lack of access will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
2. Both Caltek Technologies and the Customer will adhere to compliance to all applicable codes.
3. Asbestos Contamination - It is the Customer's responsibility to provide Caltek Technologies employees and subcontractors with an environment free from hazardous pollutants, including Asbestos. In the event pollutants are encountered, the Customer shall remove the pollutant and bear any additional construction and installation charges, which may result.
4. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
5. Sub structure to be provided by the Customer and is not included in this quotation are the following; core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
6. Removal of left in, existing, or abandoned wire and cable are not included in this proposal unless stated in the Scope of Work section.
7. **Payment terms:**
    - **Initial Billing 35% upon commencement of project / PO Release – due upon receipt.**
    - **Progress Payment #1 30% of total due upon 50% Completion of Scope of Work – Net30.**
    - **Progress Payment #2 25% of total due upon 75% Completion of Scope of Work – Net30.**
    - **Final Payment #3 10% of total due upon 100% Completion of Scope of Work– Net30.**
8. **Past Due Invoices Service Charge**
    - **Invoices 45 days past due are subject to a 1.2% service charge per month.**
    - **Invoices 60 days past due are subject to a 3% service charge per month.**
    - **Invoices 90 days past due are subject to a 5% service charge per month.**
9. The cost to expedite shipping is not included in this proposal and if required shall be considered a change order and billed to the customer.
10. Alterations or deviations, if any from the scope of work, or any delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount.
11. Change Management for additions to proposed SOW will be submitted by the Caltek Technologies Project Manager and approved by the customer before work is approved or additional material is ordered.
12. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at

PROPOSAL AUTHORIZATION AND ACCEPTANCE:

ON BEHALF OF CALTEK TECHNOLOGIES	Date	**ON BEHALF OF CUSTOMER**	Date

TECHNOLOGIES SYSTEM PROPOSAL

CalTek Technologies, Inc.
1939 S Lake PL
Ontario, CA 91761
LIC #1090616 and Bonded
www.caltekcomm.com

Telephone: (909) 295-3400
Fax: (909) 203-7404
Email: projects@caltekcomm.com
Prepared By: Patrick Fallesgon

Customer Name	CITY OF ONTARIO	**Proposal Date**	05/04/25
Project Name	CITY OF ONTARIO WESTWIND CAMERA PROJECT	**Quote Number**	7773
Requested By	DAVID VELASQUEZ	**Site Address**	2455 E RIVERSIDE DR, ONTARIO, CA 91761
Telephone	(909) 395-2056		
Address	303 EAST B STREET, ONTARIO, CA 91764	**Customer PO**	

PROPOSED SCOPE OF SERVICES
CALTEK TECHNOLOGIES proposes to furnish all parts and labor to install the following:

SCOPE OF WORK:

CAT6 Cables

- **Provide and install (07) Berk-Tek LANmark 6 CAT6 Blue cables from the TR to the locations provided by City of Ontario ITS for IP Cameras.**
  - Provide and terminate (07) RJ-45 CAT6 Mod plugs for the camera locations.
  - Provide labor to Label and Certify CAT6 cables per Customer's Standards.

Axis Cameras

- **Provide and install (07) Axis Cameras per the locations provided by City of Ontario ITS**
  - Provide and install (06) AXIS P3267-LVE 5MP Outdoor Network Dome Camera with Night Vision and 3-8mm Lens Cameras per the locations provided by City of Ontario ITS.
  - Provide and install (01) AXIS P4707-PLVE Series Dual Sensor 360° IR Panoramic Camera with Deep Learning, 3.26-8.12mm Lens per the location provided by City of Ontario ITS.

Coring

- **Provide labor to core (02) 1" holes for the Outdoor Camera locations.**

Support

- **Provide and install (90ft) of ¾" EMT conduit to support the camera cable per the location provided by City of Ontario ITS.**
    - Provide and install (18) ¾" couplers for the new Conduit pathway.
    - Provide and install (04) ¾" Connectors.
    - Provide and install (18) 2-hole straps to support Conduit pathway

NOTES OF IMPORTANCE:

- Caltek will be shown the locations of the drops on the wall prior to starting the work.
- Any work outside of the Scope of Work is subject to a change order.
- All camera locations will have a home run conduit from the camera locations to the TR.

ASSUMPTIONS/QUALIFICATIONS

- Scope of Work is based on a provided floor plan with detailed outlet locations.
- It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be fishable sheet rock wall construction and hollow.
- Labor is based on regular hours work.
- Pricing does not include horizontal or vertical surface raceway.
- Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
- Space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
- Conduits and pull boxes required for cable pathway will be the responsibility of OTHERS and are suitable for the installation of the new proposed cabling.
- Any core holes required for cable pathway or access will be the responsibility of OTHERS. Pricing does include boring or drilling through concrete or firewalls.
- A ground bar exists in each Telecommunications room and will have connectivity to the main building ground.
- Equipment Room has sufficient space for installation of equipment rack, and all required termination hardware and equipment.
- Unless noted, data and voice patching and switch ports will be the responsibility of others.
- A pathway will be provided for cable access to all modular furniture station outlets.
- No man-lift is included and if required shall be considered a change order and billed to the customer.
- All phone switch programming, connectivity, and related work will be the responsibility of others.
- The proposed pricing is valid for a period of 30-days.
- For Wire Removal – Caltek Technologies will remove all ceiling tiles. All building and security alarms, pay phone wiring, and door-strike controls will be identified by the Customer, as well as any other wiring that is not included in the removal.
- Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
- Proposal does include state or federal prevailing wages.
- No other work unless specifically noted is included in this proposal.

PROPOSED FEE SCHEDULE

CALTEK TECHNOLOGIES hereby proposes to provide and install the proposed Cabling System (described above) for the following:

MATERIAL: $12,992.92
LABOR: $10,667.59
TAX: $1,136.88
LIFT RENTAL: $1,440.00
GRAND TOTAL LUMP SUM: $26,237.39

GENERAL CONDITIONS

1. The Customer will provide prompt access to work areas when required. Any additional time resulting from lack of access will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
2. Both Caltek Technologies and the Customer will adhere to compliance to all applicable codes.
3. Asbestos Contamination - It is the Customer's responsibility to provide Caltek Technologies employees and subcontractors with an environment free from hazardous pollutants, including Asbestos. In the event pollutants are encountered, the Customer shall remove the pollutant and bear any additional construction and installation charges, which may result.
4. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
5. Sub structure to be provided by the Customer and is not included in this quotation are the following; core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
6. Removal of left in, existing, or abandoned wire and cable are not included in this proposal unless stated in the Scope of Work section.
7. **Payment terms:**
    - **Initial Billing 35% upon commencement of project / PO Release – due upon receipt.**
    - **Progress Payment #1 30% of total due upon 50% Completion of Scope of Work – Net30.**
    - **Progress Payment #2 25% of total due upon 75% Completion of Scope of Work – Net30.**
    - **Final Payment #3 10% of total due upon 100% Completion of Scope of Work– Net30.**
8. **Past Due Invoices Service Charge**
    - **Invoices 45 days past due are subject to a 1.2% service charge per month.**
    - **Invoices 60 days past due are subject to a 3% service charge per month.**
    - **Invoices 90 days past due are subject to a 5% service charge per month.**
9. The cost to expedite shipping is not included in this proposal and if required shall be considered a change order and billed to the customer.
10. Alterations or deviations, if any from the scope of work, or any delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount.
11. Change Management for additions to proposed SOW will be submitted by the Caltek Technologies Project Manager and approved by the customer before work is approved or additional material is ordered.
12. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at

PROPOSAL AUTHORIZATION AND ACCEPTANCE:

ON BEHALF OF CALTEK TECHNOLOGIES	Date	**ON BEHALF OF CUSTOMER**	Date

TECHNOLOGIES SYSTEM PROPOSAL

CALTEK TECHNOLOGIES, Inc.
1939 S Lake Pl
Ontario, CA 91761
LIC #879706 and Bonded
www.caltekcomm.com

Telephone: (909) 295-3400
Fax: (909) 789-1835
Email: projects@caltekcomm.com
Prepared By: Patrick Fallesgon

Customer Name	CITY OF ONTARIO ITS	**Proposal Date**	05/02/25
Project Name	CITY OF ONTARIO POLICE DEPARTMENT CAMERAS	**Quote Number**	7760
Requested By	DAVID VELASQUEZ	**Site Address**	2500 S ARCHIBALD AVE, ONTARIO, CA 91761
Telephone	(626) 224-2564		
Address	303 E B ST, ONTARIO, CA 91764	**Customer PO**	

PROPOSED SCOPE OF SERVICES
CALTEK TECHNOLOGIES proposes to furnish all parts and labor to install the following:

SCOPE OF WORK:

Provide and install ¾" EMT Conduit, AXIS Cameras, and (04) CAT6 cables from the TR to the Camera locations provided by ITS in the Police Department.

Support

- Provide and install 100FT of ¾" EMT Conduit from the Shop TR to the new location of the IP Camera.
    - Provide install Couplers, Connectors, and 2-hole straps to support the ¾" conduit pathway.
- Provide and install ¾" Liquid tight to transition from the Shop Pathway to the new conduit pathway for the IP camera.
- Provide and install (30) 4ft Rods to support the new CAT6 cables.
- Provide and install (30) 2" J-hooks to support new CAT6 cables.

Horizontal Cables for IP Cameras

- Provide and install (03) CAT6 cables from the TR to the new locations provided by City of Ontario ITS.
    - Provide and terminate (03) CAT6 RJ-45 Mod Plugs for the Camera location.
    - Provide labor to Terminate onto existing Patch panel in the TR.

- Provide labor to Label and Certify per customer standards.

Axis Cameras

- Provide and install (02) AXIS Bullet Cameras (Q1806-LE) per the locations provided by City of Ontario ITS.
  - Provide labor to Aim and Focus AXIS Bullet Cameras.
- Provide and install (01) AXIS Panoramic Camera (P3818-PVE) per the location provided by City of Ontario ITS.
  - Provide labor to Aim and Focus Panoramic Camera.
- Provide and install (01) AXIS Four Panoramic Camera (P3737PLE) per the location provided by City of Ontario ITS.
  - Provide labor to Aim and Focus Panoramic Camera
- Provide and install (01) Telescopic Parapet Mount per the location provided by City of Ontario ITS.
- Provide and install (01) Pole Mount for harsh environments per the location provided by City of Ontario ITS.
- Provide and install (01) Dual Camera Mount per the location provided by City of Ontario ITS.

NOTES OF IMPORTANCE:

- Caltek will be shown the locations of the drops on the wall prior to starting the work.
- Any work outside of the Scope of Work is subject to a change order.
- Proposal does include state or federal prevailing wages.

ASSUMPTIONS/QUALIFICATIONS

- Scope of Work is based on a provided floor plan with detailed outlet locations.
- It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be fishable sheet rock wall construction and hollow.
- Labor is based on regular hours work.
- Pricing does not include horizontal or vertical surface raceway.
- Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
- Space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
- Conduits and pull boxes required for cable pathway will be the responsibility of OTHERS and are suitable for the installation of the new proposed cabling.
- Any core holes required for cable pathway or access will be the responsibility of OTHERS. Pricing does not include boring or drilling through concrete or firewalls.
- A ground bar exists in each Telecommunications room and will have connectivity to the main building ground.
- Equipment Room has sufficient space for installation of equipment rack, and all required termination hardware and equipment.
- Unless noted, data and voice patching and switch ports will be the responsibility of others.
- A pathway will be provided for cable access to all modular furniture station outlets.
- No man-lift is included and if required shall be considered a change order and billed to the customer.
- All phone switch programming, connectivity, and related work will be the responsibility of others.
- The proposed pricing is valid for a period of 30-days.
- For Wire Removal – Caltek Technologies will remove all ceiling tiles. All building and security alarms, pay phone wiring, and door-strike controls will be identified by the Customer, as well as any other wiring that is not included in the removal.
- Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
- Proposal does include state or federal prevailing wages.
- No other work unless specifically noted is included in this proposal.

PROPOSED FEE SCHEDULE

CALTEK TECHNOLOGIES hereby proposes to provide and install the proposed Cabling System (described above) for the following:

Materials: $11,038.26
Labor: $5,851.61
Lift Rental: $1,210.00
Tax: $965.85
GRAND TOTAL LUMP SUM: $19,338.08

GENERAL CONDITIONS

1. The Customer will provide prompt access to work areas when required. Any additional time resulting from lack of access will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
2. Both Caltek Technologies and the Customer will adhere to compliance to all applicable codes.
3. Asbestos Contamination - It is the Customer's responsibility to provide Caltek Technologies employees and subcontractors with an environment free from hazardous pollutants, including Asbestos. In the event pollutants are encountered, the Customer shall remove the pollutant and bear any additional construction and installation charges, which may result.
4. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
5. Sub structure to be provided by the Customer and is not included in this quotation are the following: core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
6. Removal of left in, existing, or abandoned wire and cable are not included in this proposal unless stated in the Scope of Work section.
7. Payment terms: Thirty calendar days from date of invoice.
8. The cost to expedite shipping is not included in this proposal and if required shall be considered a change order and billed to the customer.
9. Alterations or deviations, if any from the scope of work, or any delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount.
10. Change Management for additions to proposed SOW will be submitted by the Caltek Technologies Project Manager and approved by the customer before work is approved or additional material is ordered.
11. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at hourly labor and equipment rates.
12. Unless noted it is the responsibility of the customer to supply a proper Telecommunication bonding backbone and Telecommunication grounding bus bar in each ER or TR.
13. The Customer shall be responsible to obtain approval from any Historic Commission, Agency or other organization that may be required. A copy of this authorization shall be provided to Caltek Technologies prior to the procurement of any material and materials used in the restoration shall be standard material readily available for general construction. Matching of materials to be Historically compliant is not included in this proposal.

PROPOSAL AUTHORIZATION AND ACCEPTANCE:

ON BEHALF OF CALTEK TECHNOLOGIES	Date	**ON BEHALF OF CUSTOMER**	Date

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Development Administration Prepared By: Pablo De Lara Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA24-004) BETWEEN THE CITY OF ONTARIO, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA24-004) between the City of Ontario, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Subarea 29 Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: On June 17, 2025, the City Council held a public hearing to introduce and waive further reading of an Ordinance Approving the Development Agreement (File No. PDA24-004).

The financial commitments associated with constructing properties within Ontario Ranch are significant. To accurately forecast these costs and ensure the projects can move forward in compliance with current policies, rules, and regulations, Warm Springs Investments Ltd., LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC (collectively referred to as the "Applicant" or "Owner") have requested that the City enter into negotiations to establish a Development Agreement (the "Agreement").

The Agreement proposes to include 55.2 acres of land within Planning Area 33 of the Subarea 29 Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20724 (the map), provided that the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map (see attached Exhibit B) is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes.

The term of the Agreement is for ten years, with a five-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities.

In considering the Agreement at their meeting on May 27, 2025, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC25-022 with a 5 to 0 vote, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A:
SUBAREA 29 SPECIFIC PLAN LAND USE MAP

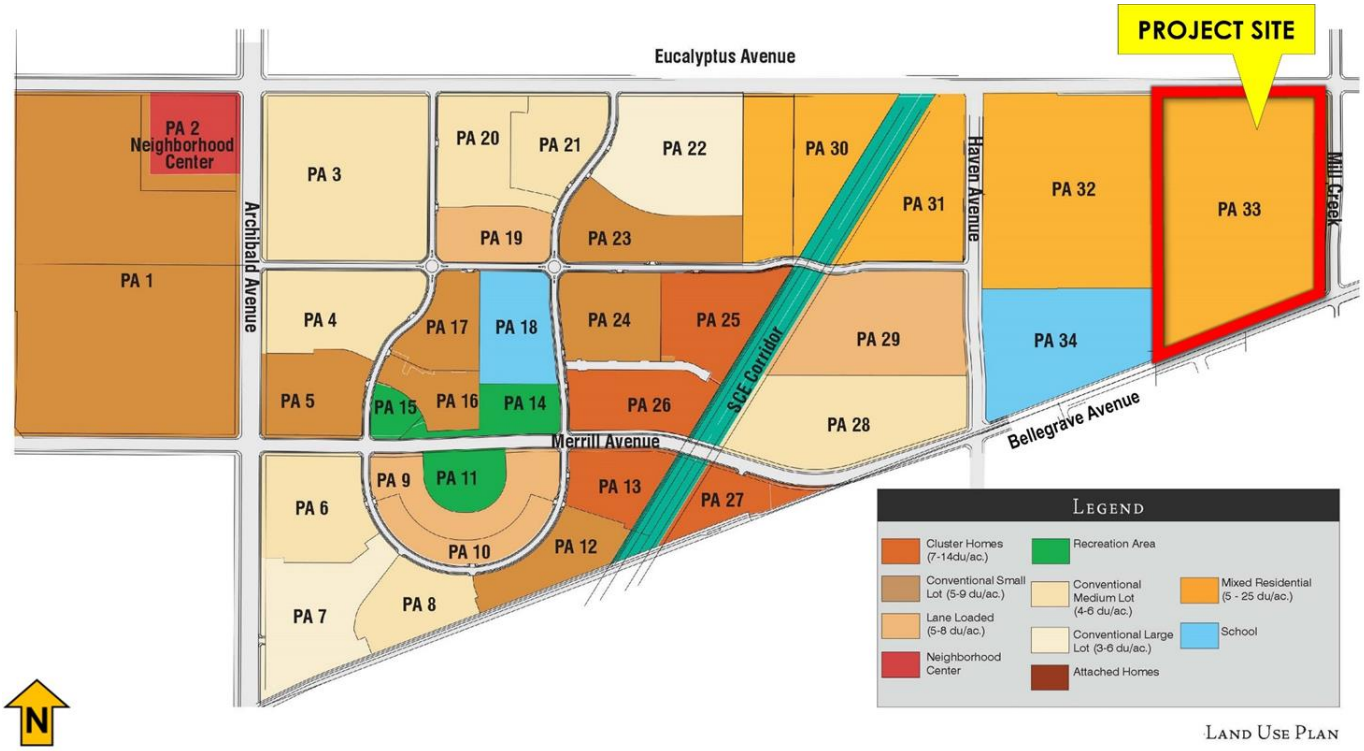
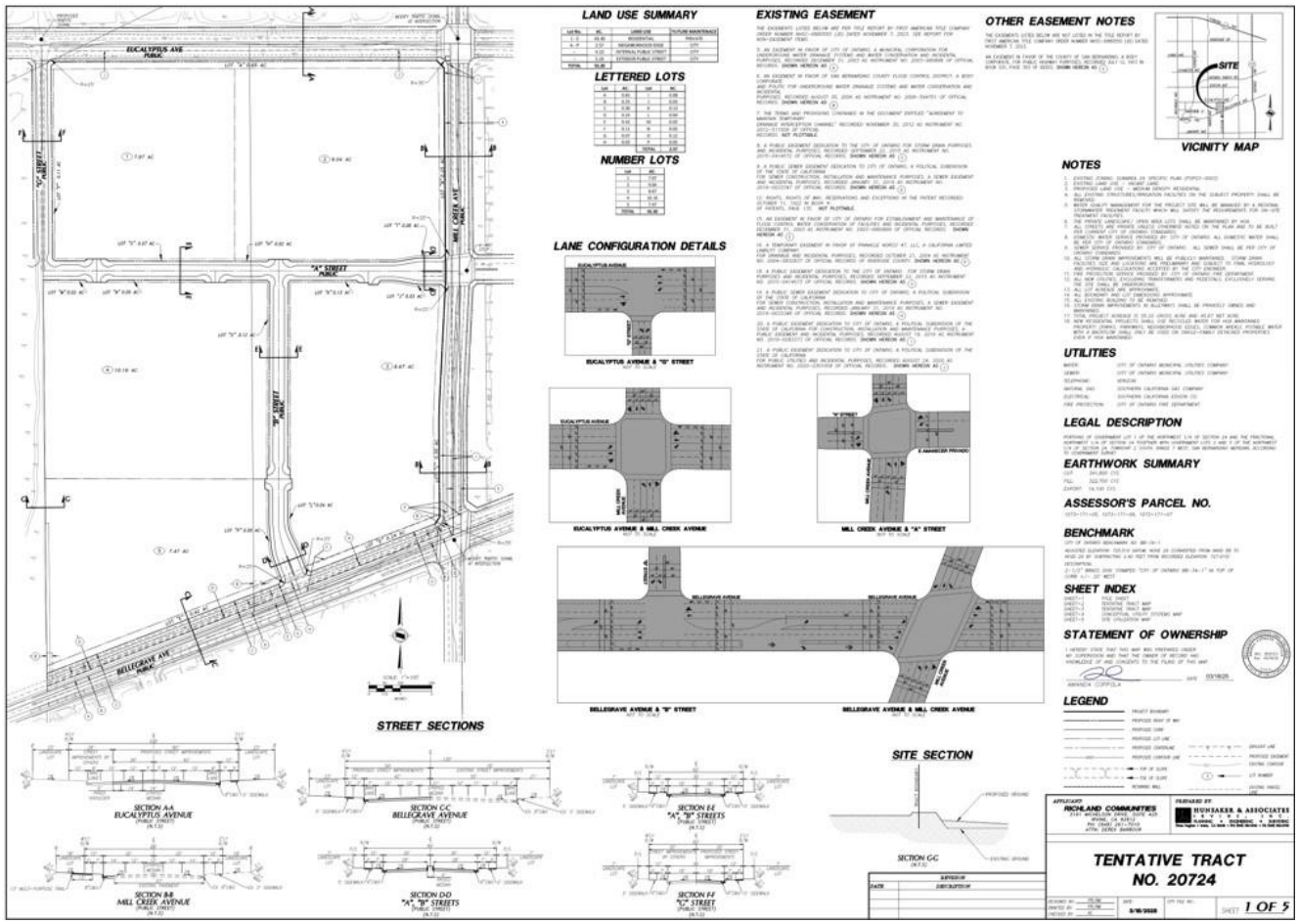


Exhibit B:
TENTATIVE TRACT MAP NO. 20724



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA24-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20724 (FILE NO. PMTT24-005) LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE, WITHIN PLANNING AREA 33 OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005). (APNS: 1073-171-05, 1073-171-06, 1073-171-07).

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA24-004, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 55.2 acres of land, located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20724 (File No. PMTT24-005), subdividing 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration

of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on May 27, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC25-022 recommending the City Council approve the Application; and

WHEREAS, on June 17, 2025, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1: *Environmental Determination and Findings.* As the recommending authority for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: *Subsequent or Supplemental Environmental Review Not Required.* Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the City Council finds that based on the facts

and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: *Airport Land Use Compatibility Plan ("ALUCP") Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council,

therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5: *Concluding Facts and Reasons.* Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to 55.2 acres of land located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

(2) The Development Agreement establishes parameters for the development of land within the Subarea 29 Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Subarea 29 Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20724 (File No. PMTT24-005) as long as the Applicant complies with the terms and conditions of the Subarea 29 Specific Plan and EIR. Tentative Tract Map 20724 is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which a Subsequent Environmental Impact Report (SCH# 2004011009) was adopted by the City Council on November 21, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: *City Council Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: City Manager Administrative Authority. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8 *Indemnification.* The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9: *Custodian of Records.* The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10: *Severability.* If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be

declared invalid or unconstitutional.

SECTION 11: *Effective Date.* This Ordinance shall become effective 30 days following its adoption.

SECTION 12: *Publication and Posting.* The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 1st day of July, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held June 17, 2025 and adopted at the regular meeting held July 1, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held July 1, 2025 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

_____, 2025

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA24-004

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2025 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Warm Springs Investments Ltd., a Florida limited partnership ("WSI"), LHC Ontario Holdings, LLC, a Delaware limited liability company ("LHC"), and Richland Ontario Developers, LLC, a Delaware limited liability company ("ROD") (hereinafter WSI, LHC and ROD are collectively referred to as "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Subarea 29 Specific Plan (State Clearinghouse No. 2004011009 (the "SEIR"). The City Council found and determined that the SEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the SEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Subarea 29 Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the

processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20724 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the three persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”.

1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.22 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.23 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.24 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.25 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.26 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.27 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Subarea 29 Specific Plan.”

1.1.28 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.29 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.30 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.31 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.32 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person,

partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit J) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing

thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

If to OWNER:
Richland
Attn: Derek Barbour, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property as described in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent master planned water and recycled water utility infrastructure as described in Exhibit F consisting generally of the construction of the extension of permanent master planned water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as described in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that NMC Builders shall be responsible for funding a portion of the design and construction of an additional extension of master planned recycled water infrastructure in Riverside and Haven Avenues to be constructed by CITY. These master planned recycled water Improvements shall also serve

the Project. OWNER shall deposit, or shall have deposited, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the NMC Builders portion of the recycled water improvements in Riverside and Haven Avenues known as the "Phase 2 Recycled Water Improvements" within thirty (30) days after CITY requests such funds from NMC Builders. If OWNER has not deposited such amount, with NMC Builders within thirty (30) days after CITY requests such funds from NMC Builders, then CITY shall be entitled to withhold issuance of any further permits (whether discretionary or ministerial) for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the design and construction of the NMC Builders portion of the Phase 2 Recycled Water System Improvements.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned sewer improvements, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.6 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.7.7 OWNER agrees that development of the project shall require the design and construction of one (1) non-DIF traffic signal at Eucalyptus Avenue and "G" Street, Modification of one (1) existing DIF eligible Traffic Signal at Eucalyptus Avenue and Mill Creek Avenue, and Modification of one (1) existing DIF eligible Traffic Signal at Bellegrave Avenue and Mill Creek Avenue. OWNER shall complete construction prior to the seventy fifth (75th) percentile building permit, as described in the attached Exhibit E and depicted in Exhibit F.

3.7.8 OWNER shall pay their fair share contribution, for the design and construction of one (1) non-DIF traffic signal at the west of project along Bellegrave Avenue (50%). OWNER shall provide CITY with the estimated costs of the one (1) non-DIF traffic signal improvements and shall make such fair share contribution payment to CITY prior to the fiftieth (50th) percentile building permit.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in

accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for

each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (OntarioPlan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20724.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent

(40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after-rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A) (iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of

a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six Cents ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six Cents ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2025, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint

mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.6.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project,

whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.6.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.4 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.7 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment,

water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Compliance with Public Benefits Requirements.

4.9.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD,

assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the

OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as “default”); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not

limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the

Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is

not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property

by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA24-004

"OWNER"
Warm Springs Investments, Ltd.,
a Florida limited partnership

By: Warm Springs Investments, L.P.
a Florida corporation,
its General Partner

By: _____
Name:
Its: _____
Date: _____

LHC Ontario Holdings, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

Richland Ontario Developers, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____

City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____

City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)
_____, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before
me_____,
Date *Insert Name and Title of the Officer*

personally appeared
_____
Name(s) of Signer(s)
_____
_____, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 24 AND THE FRACTIONAL NORTHWEST 1/4 OF SECTION 24 TOGETHER WITH GOVERNMENT LOTS 2 AND 5 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT SURVEY

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

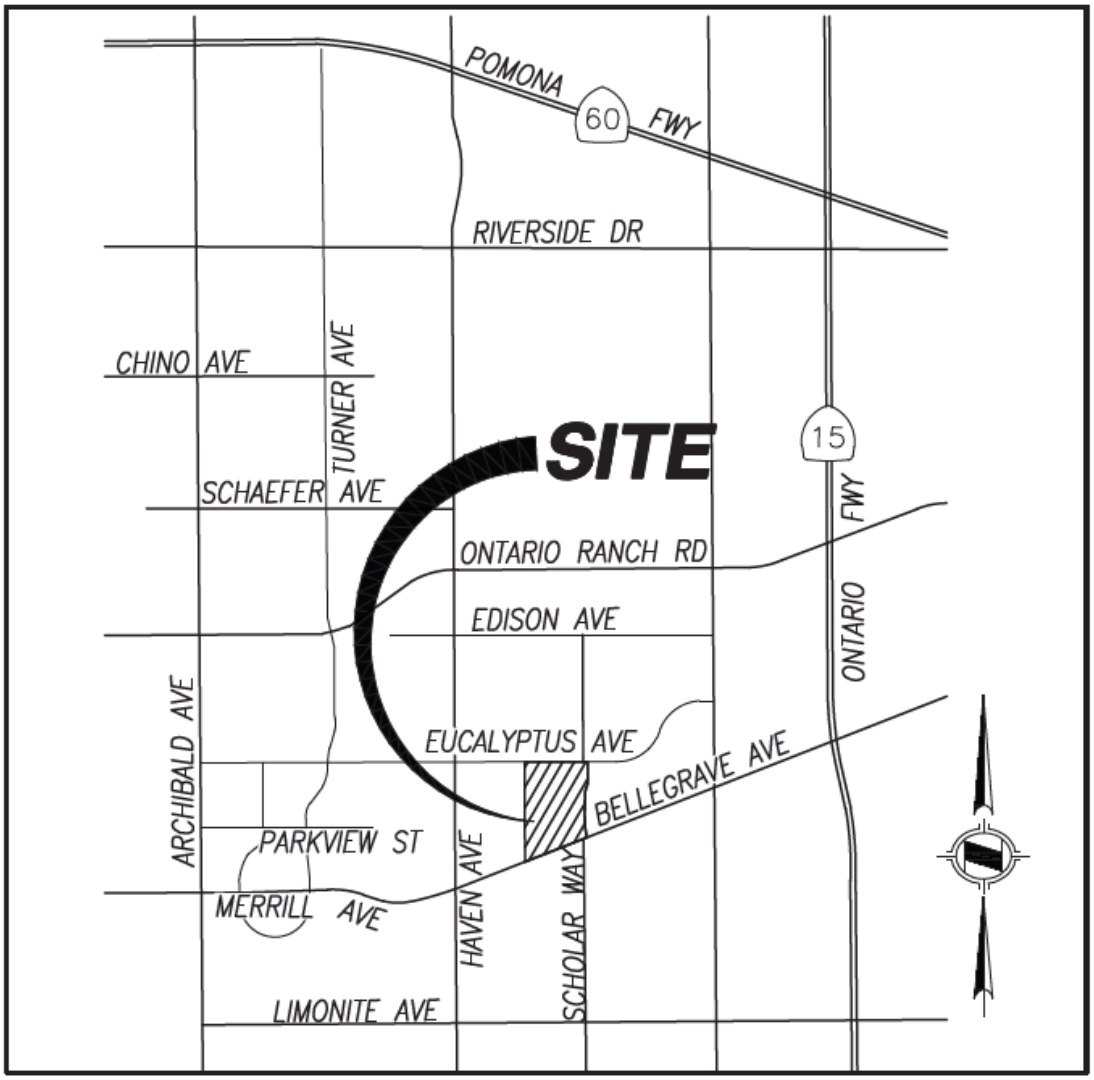


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On September 26, 2006, the Planning Commission:

a) Issued Resolution No. PC06-095 recommending City Council adopt and certify the Subarea 29 (Park place) Environmental Impact Report;
b) Issued Resolution No. PC06-096 recommending City Council approval of the General Plan Amendment (PGPA06-003); and
c) Issued Resolution No. PC06-097 recommending City Council approval of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On October 19, 2006, the City Council:

a) Issued Resolution No. 2006-089 certifying the Subarea 29 (Park place) Environmental Impact Report; and
b) Issued Resolution No. 2006-090 approving the General Plan Amendment (PGPA06-003).

On November 7, 2006, the City Council:

a) Issued Ordinance No. 2845 approving of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On March 27, 2007, the Planning Commission:

a) Issued Resolution No. PC07-036 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On May 1, 2007, the City Council:

a) Issued Resolution No. 2007-053 approving an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On August 28, 2013, the Zoning Administrator:

a) Issued Decision No. 2013-025 approving a minor amendment to the Subarea 29 Specific Plan (PSPA13-002).

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals (Continued)

On March 24, 2015, the Planning Commission:

a) Issued Resolution No. PC15-035 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Resolution No. 2015-030 approving an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Decision No. ZA17-017 approving a minor amendment to the Subarea 29 Specific Plan (PSPA17-003).

On June 15, 2021, the City Council:

a) Issued Resolution No. 2021-058 approving an amendment to the Subarea 29 Specific Plan (PSPA20-006).

On November 21, 2023, the City Council:

a) Issued Resolution No. 2023-156 approving an amendment to the Subarea 29 Specific Plan (PSPA21-005).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Subarea 29 (Park place) Environmental Impact Report, Resolution No. 2006-089

2. Subarea 29 (Park Place) General Plan Amendment (PGPA06-003), Resolution No. 2006-090

3. Subarea 29 (Park Place) Specific Plan (PSP03-003), Ordinance No. 2845

4. Amendment to the Subarea 29 Specific Plan (PSPA07-003), Resolution No. 2007-053

5. Amendment to the Subarea 29 Specific Plan (PSPA13-002), Decision No. 2013-025

6. Amendment to the Subarea 29 Specific Plan (PSPA14-002), Resolution No. 2015-030

7. Amendment to the Subarea 29 Specific Plan (PSPA21-005), Resolution No. 2023-156

8. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for building permits for Production Units.

STREETS (ST)

a) ST improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.
b) ST improvements on Mill Creek Avenue from Eucalyptus Avenue to Bellegrave Avenue.
c) ST improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
d) Full signalized intersection improvements at the corner of Eucalyptus Avenue and Mill Creek Avenue.
e) Traffic signal modification at Eucalyptus Avenue and Mill Creek Avenue
f) Traffic signal modification at Bellegrave Avenue and Mill Creek Avenue

STORM DRAIN (SD)

a) SD improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

DOMESTIC WATER (DW)

a) DW improvements on Bellegrave Avenue from Haven Avenue to Mill Creek Avenue

RECYCLED WATER (RW)

a) RW improvements on Bellegrave Avenue from "Public B Street" to Mill Creek Avenue

FIBER OPTICS (FO)

a) FO improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
b) FO improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

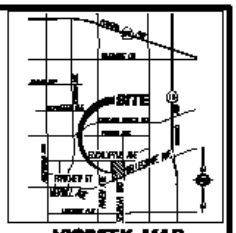
EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

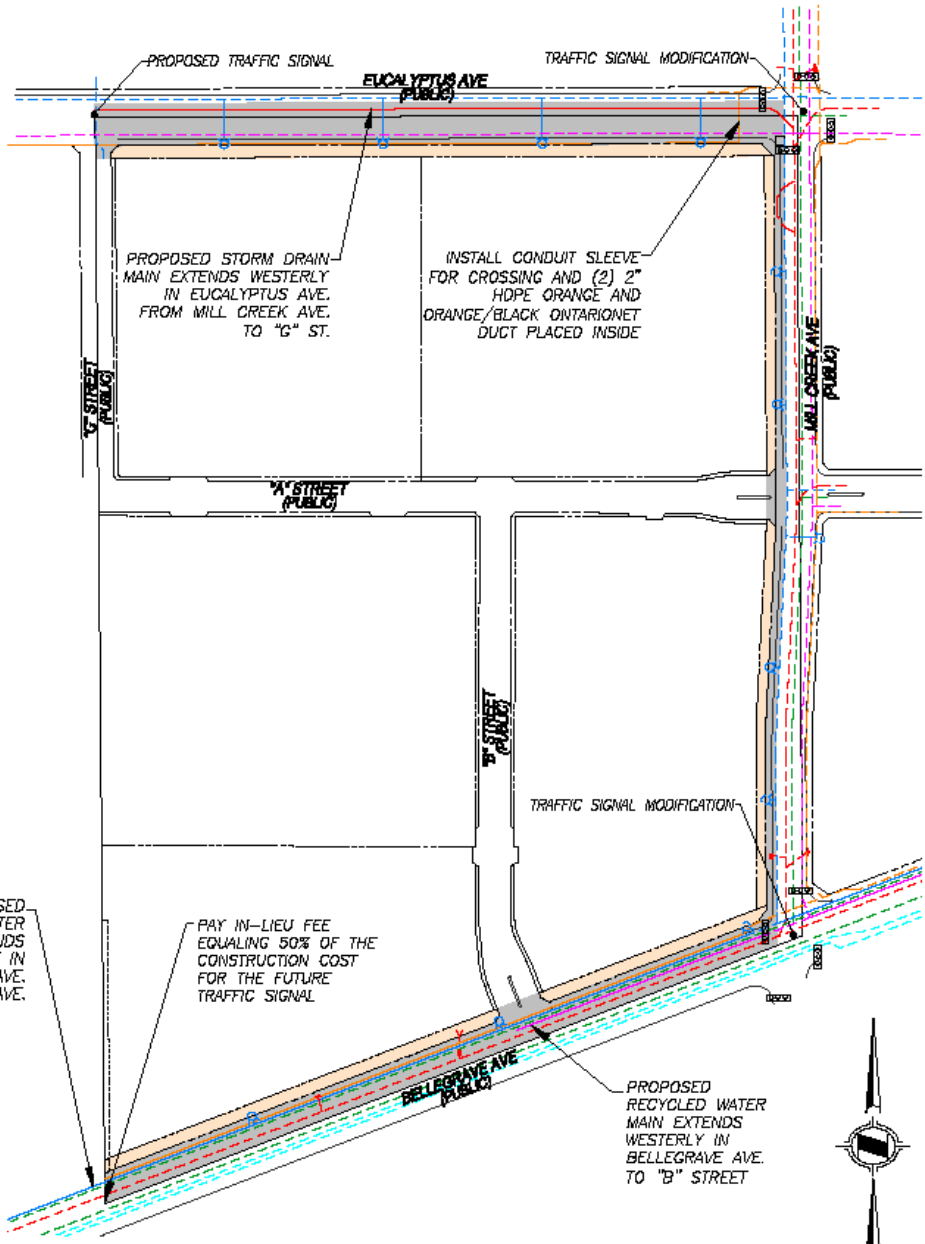
(SEE ATTACHED EXHBITS)

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
OFFSITE INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP



LEGEND

- PROPOSED DOMESTIC WATER
- EXISTING DOMESTIC WATER
- EXISTING RAW WATER
- PROPOSED RECYCLED WATER
- EXISTING RECYCLED WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED FIBER OPTICS
- EXISTING FIBER OPTICS
- PROPOSED BELLEGRAVE AVENUE, EUCALYPTUS AVENUE, & MILL CREEK AVENUE IMPROVEMENTS
- PROPOSED NEIGHBORHOOD EDGE IMPROVEMENTS PER TTM 20724 PARKWAY WITH IRRIGATION, SIDEWALK, STREET LIGHT, ETC.
- PROPOSED TRAFFIC SIGNAL

0 100 200 400
0 1/2 1 2
INCHES

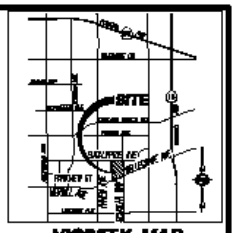
SHEET 1 OF 2

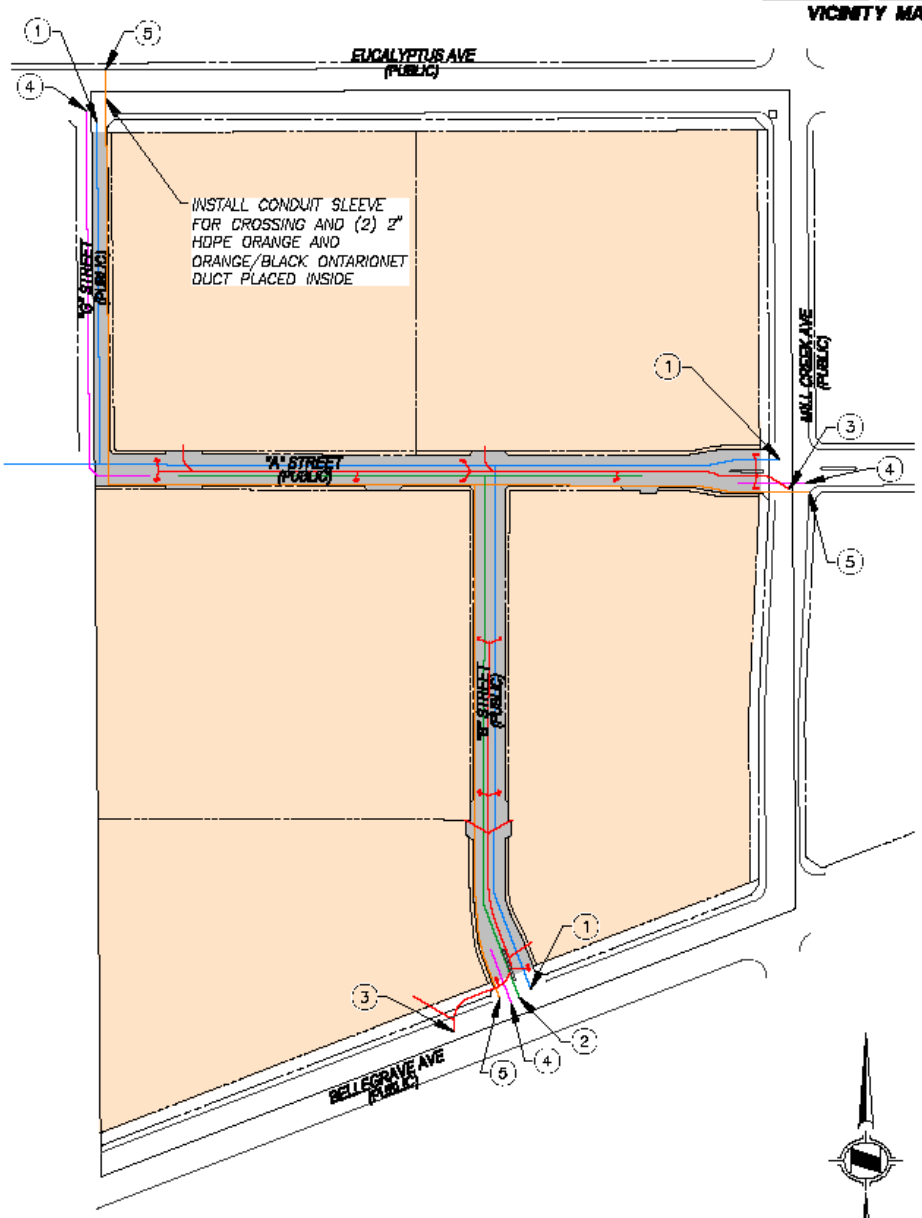
APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
ONSITE INFRASTRUCTURE IMPROVEMENTS





LEGEND

- PROPOSED DOMESTIC WATER
- PROPOSED RECYCLED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED FIBER OPTICS
- PROPOSED STREET IMPROVEMENTS
- PROPOSED IMPROVEMENTS PER TTM 20724

CONSTRUCTION NOTES

1. CONNECT TO EXISTING DOMESTIC WATER LINE
2. CONNECT TO EXISTING SEWER LINE
3. CONNECT TO EXISTING STORM DRAIN LINE
4. CONNECT TO EXISTING RECYCLED WATER LINE
5. CONNECT TO EXISTING FIBER OPTICS LINE

0 100 200 400
0 1/2 1 2
INCHES

SHEET 2 OF 2

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **A GOODS AND SERVICES AGREEMENT WITH WASTEBUILT ENVIRONMENTAL SOLUTIONS AS AN AUTHORIZED SUPPLIER FOR FLEET REFUSE TRUCK PARTS AND SERVICE**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize Wastebuilt Environmental Solutions, LLC, of Charlotte, North Carolina, as an authorized supplier for current and future purchases of parts and repair services for the City of Ontario fleet refuse trucks; and
B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Wastebuilt Environmental Solutions, LLC, of Charlotte, North Carolina, for a total not-to-exceed amount of $1,800,000 over a three-year term and authorize the option to extend the Agreement for up to two (2) additional one-year terms for a total not-to-exceed amount of $3,000,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The estimated cost of services for Fiscal Years 2025-26 through 2027-28 shall not exceed $600,000 per year for a total not-to-exceed contract amount of $1,800,000. Exercising the optional two-year term will increase the contract amount by $1,200,000 for an overall not-to-exceed contract amount of $3,000,000. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for fleet refuse truck parts and services.

BACKGROUND & ANALYSIS: The Municipal Services Department maintains the vehicles and equipment used by various City Agencies. To ensure that the vehicles and equipment are safe to operate, maintenance and repairs are necessary on a regular basis; and undue time delays affect the City's ability to provide services to the community. Due to specialized parts used on fleet refuse truck vehicles and equipment, there is a limited number of authorized suppliers that can provide them. In many cases, there is only one single authorized supplier in the Southern California region that is qualified or authorized to provide parts or service. For these reasons, it is not cost-effective

for the City to follow standard purchasing procedures to solicit bids or requests for proposals.

On July 2, 2019, City Council approved AMREP Manufacturing Company as a pre-authorized vendor for the supply of parts and manufacturing of refuse truck bodies and approved a five-year Goods and Services Agreement. In July 2019, AMREP Manufacturing was purchased by Wastequip, the parent company to Wastebuilt Environmental Solutions. On January 1, 2025, AMREP Manufacturing parts and repair services transitioned to Wastebuilt Environmental Solutions. Staff recommends the award of a Goods and Services Agreement with Wastebuilt Environmental Solutions to continue maintaining the Integrated Waste Refuse Trucks safely and efficiently on the same basis as the City Council's prior action.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Wastebuilt Environmental Solutions, LLC**, a **C-Corporation** limited liability company with its principal place of business at **6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Parts and Repair Service of Refuse Trucks** services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **July 1, 2025,** to **June 30,2028**, unless earlier terminated as provided herein. 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. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Eight Hundred Thousand Dollars and Zero Cents ($1,800,000**) 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 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

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

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services.

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

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

4.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City which shall be determined in a reasonable period following completion of the work.

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

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

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

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and

understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

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

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

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

4.10.7 Water Quality.

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

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

compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Manuel Rebolledo Fleet Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Christian Bremer, Vice President of Parts,** or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

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

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

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions

limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

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

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

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

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

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any

insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

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

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

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

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

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

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

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

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

7. INDEMNIFICATION.

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

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered

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

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

9. SAFETY.

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

10. ACCOUNTING RECORDS.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's reasonable cost of obtaining the Goods, including compensation for reasonable additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

12. GENERAL PROVISIONS.

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

Vendor:

Wastebuilt Environmental Solutions, LLC
6525 Carnegie Boulevard, Suite 300
Charlotte, NC 28211
Attn: Christian Bremer, Vice President of Sales

With a copy to:
Wastebuilt Environmental Solutions, LLC
6525 Carnegie Boulevard, Suite 300
Charlotte, NC 28211
Attn: Richard Sedory, General Counsel

City:
City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Manuel Rebolledo, Fleet Superintendent

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

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

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

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

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

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES

Supply of Refuse Truck Body Parts & Repair Services

1. Supply of Refuse Truck Body Parts

The supplier shall provide high-quality refuse truck body parts, including but not limited to:

- **Hydraulic Components**: Cylinders, pumps, hoses, fittings, valves
- **Mechanical Components**: Lift arms, packer blades, hopper assemblies
- **Electrical Components**: Control panels, sensors, wiring harnesses
- **Body Structure Parts**: Side panels, tailgates, floor plates, compactor parts
- **Wear & Tear Parts**: Bearings, bushings, seals, rollers
- **Safety & Lighting Components**: Warning lights, reflectors, backup alarms

2. Repair & Maintenance Services

The contractor shall provide repair and maintenance services for refuse truck bodies, including:

- **Preventive Maintenance**: Regular inspection, lubrication, and adjustments
- **Corrective Repairs**: Fixing hydraulic leaks, welding damaged body parts, replacing faulty electrical components
- **Overhauls & Refurbishment**: Full refurbishment of refuse truck bodies, including sandblasting and repainting
- **Emergency Repairs**: Rapid response repair services to minimize downtime

3. Service Delivery Requirements

- Availability of stocked spare parts for common refuse truck brands and models
- Quick turnaround times for both part delivery and repair services
- On-site repair capability for minor repairs and diagnostics
- Skilled technicians with experience in refuse truck-body maintenance
- Warranty on parts supplied and repairs performed

4. Compliance & Quality Standards

- All parts must meet or exceed OEM specifications
- Services should comply with applicable safety and environmental regulations
- Use of qualified technicians for all repair services

5. Additional Value-Added Services

- Technical support and training for customer maintenance teams
- Fleet condition assessments and preventive maintenance planning
- Custom fabrication of body parts when necessary

SAFETY DATA SHEET

Any materials requiring a Safety Data Sheet (SDS) shall be shipped and emailed with the proper documentation; one (1) SDS form for each product must accompany the initial delivery (as required).

EXHIBIT "B"

SCHEDULE OF SERVICES

SCHEDULE OF SERVICES

REPAIR SERVICES

Requests for repairs shall only be requested by the following Fleet Services staff.

► Fleet Services Manager
► Fleet Services Supervisor
► Fleet Services Coordinator

Arrangements will be made for the delivery and/or pickup of vehicle to and from Vendor's site at time of request for repairs and when work is completed. The invoice emailed to Fleetservices@ontarioca.gov within 24 business hours of delivery.

PARTS DELIVERIES

All deliveries shall be made within 24-72 hours after receipt of order (ARO) and are to be made F.O.B. destination with a priced delivery invoice; option delivered with a packing/delivery slip and the invoice emailed to FleetPartsRoom@ontarioca.gov within 24 business hours of delivery.

As determined by the City, the delivery time frames are M-F 7:00 a.m. and 5:30 p.m., provided that special-order items may be exempt from such a time frame.

DELIVERY LOCATION:

Site	Address
Fleet Services	**1425 South Bon View Avenue, CA 91761**

EXHIBIT "C"

COMPENSATION

Parts Prices charged to the City are based on a percentage discount from to the attached manufacturer's price list. Percentage discount is to remain firm for the duration of the contract.

Labor Rates (Price for Labor) charged to the City are net prices and are not discounted.

Subsequently, any price increase must be in writing and received by the City a minimum of thirty (30) days prior to scheduled expiration date of the annual agreement term and approved by the City prior to implementation. If City agrees, Vendor may be allowed to adjust prices provided proof of manufacturer's price increase can be furnished to the City. A new manufacturer's price list must be sent, emailed or portal access must be granted to City Staff if any changes are made.

Any service, parts or materials not identified in this Agreement that are required by the City to ensure the safe operation of its fleet shall be available for purchase at an equivalent discount.

Parts, Refuse Collection Body, O.E.M., Amrep

PRICE LIST DISCOUNTS/MARK UPS:

Percentage discount (-) offered to the City: - 14%

Manufacturer: Amrep

Price list no./date: AM-LA-2025.01

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

Remanufactured Amrep Cylinders

PRICE LIST DISCOUNTS/MARK UPS:

Percentage discount (-) offered to the City: - 14%

Manufacturer: Amrep

Price list no./date: AM-LA-2025.01-R

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

Labor, Regular Working Hours, Repair of Amrep Refuse Collection Body

LABOR: Labor for work performed in accordance with the RFO/Contract specifications and requirements.

Regular rate: $135

Overtime& rate: $135

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon Vendor's written notification to the City.

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **GOODS AND SERVICES AGREEMENTS WITH CITRUS MOTORS AND FORD OF UPLAND FOR FORD ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND SERVICES**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Citrus Motors, of Ontario, California, for the purchase and delivery of Ford Original Equipment Manufacturer (OEM) parts and services in the amount not-to-exceed $1,140,000 and authorize the option to extend the Agreement for two additional one-year terms, consistent with the terms and conditions of the Sourcewell Contract #080124-FMC; and
B. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Ford of Upland, of Upland, California, for the purchase of Ford OEM parts and services in the amount not-to-exceed $588,000 and authorize the option to extend the Agreement for two additional one-year terms, consistent with the terms and conditions of the Sourcewell Contract #080124-FMC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The purchase with Citrus Motors is for an amount not-to-exceed $1,140,000 over a three-year term. Two one-year extensions may be exercised at the City's sole discretion. The purchase with Ford of Upland is for an amount not-to-exceed $588,00 over a three-year term. Two one-year extensions may be exercised at the City's sole discretion. The approval of cooperative agreements with suppliers to provide services and parts for the Ford fleet vehicles does not commit the City to any specific levels of future expenditures with these suppliers. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for the purchase of parts and services.

BACKGROUND & ANALYSIS: The Municipal Services Department maintains the vehicles and equipment used by various City Agencies. To ensure that the vehicles and equipment are safe to

operate, maintenance and repairs are necessary on a regular basis; and undue time delays affect the City's ability to provide services to the community.

Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through co-operative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Citrus Motors Ontario**, **Inc**, a **S-Corporation** with its principal place of business at **1375 S**. **Woodruff Way, Ontario CA 91761** ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Ford OEM Parts and Repair Services** ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **07/01/2025** to **6/30/2028**, 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 Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million One Hundred Forty Thousand Dollars with Zero Cents ($1,140,000**) 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 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

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

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

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

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

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

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

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

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

4.10.7 Water Quality.

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

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Manuel Rebolledo, Fleet Services Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Sean Cunningham, Fleet Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

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

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

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

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

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

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

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

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

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

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

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

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

7. INDEMNIFICATION.

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

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and 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.

10. ACCOUNTING RECORDS.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

12. GENERAL PROVISIONS.

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

Vendor:

Citrus Motors Ontario, Inc
1375 S. Woodruff Way
Ontario, CA 91761
Attn: Sean Cunningham, Fleet Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Manuel Rebolledo, Fleet Services Superintendent

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

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

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

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

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

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND CITRUS MOTORS ONTARIO, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

CITRUS MOTORS ONTARIO, INC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES

OEM Parts and Repair with Delivery and Pickup

City of Ontario Fleet Services Department

Location: 1425 S. Bon View Ave, Ontario, CA 91761

1. Purpose

The purpose of this contract is to provide Original Equipment Manufacturer (OEM) parts and repair services for the City of Ontario Fleet Services Department. The selected vendor(s) will supply OEM parts, perform authorized repairs, and offer delivery and pickup services to ensure the optimal operation and maintenance of the city's fleet.

2. Scope of Services

The selected vendor(s) shall be responsible for the following:

A. OEM Parts Supply

- Provide **genuine OEM parts** for a variety of vehicles, including but not limited to:
  - Light-duty, medium-duty, and heavy-duty vehicles
  - Police, fire, public works, and utility fleet vehicles
  - Specialty equipment (e.g., sweepers, refuse trucks, emergency response units)
- Ensure **parts availability** and maintain an inventory of frequently used items.
- Provide a **parts catalog** or online portal for ordering.
- Offer **competitive pricing and discounts** for bulk or contract purchases.

B. Repair and Maintenance Services

- Perform **authorized repairs and maintenance** on city fleet vehicles and equipment.
- Utilize only **OEM parts and manufacturer-recommended procedures** for all repairs.
- Ensure that all work is conducted by **certified technicians** with experience in servicing fleet vehicles.
- Provide a **detailed inspection report** for each repair, including parts used and labor performed.
- Adhere to **manufacturer warranty policies** and provide warranty support on installed parts.

C. Pickup and Delivery Services

- Provide **pickup and delivery services** for vehicles requiring repairs at the vendor's location.
- Offer **same-day or next-day delivery** of parts to the Fleet Services Department.
- Maintain a **designated point of contact** for coordinating pickups and deliveries.

D. Service and Response Time

- Maintain a **quick turnaround time** for repairs and parts delivery.
- Provide **emergency repair services** when required.
- Ensure **customer support availability** during Fleet Services Department working hours.

3. Quality Assurance and Compliance

- Comply with all **federal, state, and local regulations** regarding vehicle maintenance and repair.
- Maintain **industry certifications** (ASE, manufacturer certifications, etc.).
- Ensure proper **disposal of hazardous materials** in compliance with environmental regulations.

4. Reporting and Invoicing

- Provide **detailed invoices** with a breakdown of parts, labor, and any additional costs.
- Maintain **service records** for all work performed.
- Submit **monthly reports** summarizing parts usage, repairs completed, and outstanding service needs.

5. Term and Renewal

- The contract shall be for an initial term of three (**3) years** with the option to extend for two (2) one-year terms upon mutual agreement.
- Performance reviews will be conducted periodically to ensure compliance with contract terms.

6. Vendor Requirements

- Must be an **authorized dealer or distributor** for the OEM parts supplied.
- Must have a **fully equipped service facility** with trained personnel.
- Must provide **proof of insurance, business licenses, and references** upon request.
- Dealership Location to be within 15 miles of 1425 S. Bon View, Ontario CA 91764.

7. Evaluation Criteria

Vendors will be selected based on the following:

- **Experience and qualifications** in fleet maintenance and OEM parts supply.
- **Pricing and availability** of parts and services.
- **Response time and customer service.**

EXHIBIT "B"

SCHEDULE OF SERVICES

ALL SERVICES WILL BE ON AS-NEEDED BASIS AND REQUESTED BY CITY OF ONTARIO FLEET MANAGEMENT OR DESIGNEE.

EXHIBIT "C"

COMPENSATION

A. Rate per Hour Compensation

No.	Labor Rate	Per Hour
1.	Labor Rate per Hour	$180.00

B. Vendor Mark Ups / Discounts

Parts markup percentage or discount percentage **Cost + 8%**

C. Piggyback of Sourcewell Contract #080124-FMC

Docusign Envelope ID: C8447C14-6043-4823-9B0C-068378DB41B1

Sourcewell

MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.

   a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
      i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
      ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

17) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.

6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/2/2025 | 2:54 PM CST

Ford Motor Company

DocuSigned by:
By: 1E2EFC5700BA42D...
Travis Hunt
Title: General Manager, Ford Pro Parts & Service Transformation

Date: 1/2/2025 | 2:07 PM EST

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name:	Ford Motor Company
Does your company conduct business under any other name? If yes, please state:	Ford Pro
Address:	1 American Road, Ford WHQ Dearborn , MI 48126
Contact:	Keith Abarca
Email:	kabarca@ford.com
Phone:	925-351-5607
HST#:	38-0549190

Submission Details

Created On:	Monday June 24, 2024 10:37:51
Submitted On:	Thursday August 01, 2024 16:05:22
Submitted By:	Keith Abarca
Email:	kabarca@ford.com
Transaction #:	57a7489c-a156-48f3-9291-31ce89bdd232
Submitter's IP Address:	47.44.170.2

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7	*
5	Provide your NAICS code applicable to Solutions proposed.	811111	
6	Proposer Physical Address:	One American Road Dearborn, MI 48126	*
7	Proposer website address (or addresses):	ford.com; fordpro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit"). In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best sellingvehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)
12	What are your company's expectations in the event of an award?	Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector. Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnicraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method. Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached 2023 Financials. 2023 Revenue: $176.2 Billion 2022 Revenue: $158.1 Billion 2021 Revenue: $136.3 Billion 2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally
14	What is your US market share for the solutions that you are proposing?	Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET)
15	What is your Canadian market share for the solutions that you are proposing?	Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US. Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers). In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - No past debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Motor Company: A Commitment to Innovation, Community, and the Environment 1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately $3 billion to expand Super Duty production. 2. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. 3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. 4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. 5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.	*
21	What percentage of your sales are to the governmental sector in the past three years.	55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years.	55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford Motor Company is currently a Sourcewell vendor for Contract# 101520-FMC. 2023 Annual Sourcewell Sales - $4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcewell Sales $2.7 Mil 2023 Sourcewell Sales increased 64% YOY vs 2022 Sales.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - $504,572,825.00 2022 Contract Year - $690,504,040.00 2023 Contract Year - $308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- $521,184,578.60	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Dirk Aubuchon	213.486.1020	*
City of Virginia Beach	James Yost	757.385.6366	*
City of Palm Springs	Daniel Martinez	760.218.4237	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Ford Customer Service Division operates a world-class service organization of partsand service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals. FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally. The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts. Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.	*
28	Service force.	Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally. Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded a Sourcewell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcewell contract to its dealers, distributors, and end-user fleets. Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ford Is a leader in technology and digital based marketing. • Ford Digital spend indudes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). • Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com • Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role is the following: 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcewell Contract. 3. Participate in trade shows to promote the Sourcewell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcewell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcewell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcewell contract. (Example: Andy Campbell | Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcewell Sales by 64% YOY.)	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcewell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5)_Parts pricing and inventory availability is transparent to the Sourcewell member based on the pricing that the dealer/distributor establishes with each Sourcewell member.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com. 2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members. 3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to $200,000+ on this program in 2023. The Ford Fleet Network benefits also include: a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive $500 off invoice discount on Diesel Engines, $350 off invoice discount on Gas Engines, $200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets. b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS) c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more. e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs. f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more 4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.

42	Describe any technological advances that your proposed Solutions offer.	Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include: 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford $300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than $300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ford's sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency: 1) Electrification of Vehicle Lineup Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain. Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings 2) Carbon Neutrality Commitment Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company's actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP's Climate "A List" for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035 Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions. 3) Sustainable Materials in Vehicle Production Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. . Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing. Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications. 4) Water Conservation Efforts Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit . Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year's worth of water to 1.7 million homes. Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices. 5) World's Largest Green Roof Ford's Dearborn Truck Plant has the World's Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford's redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels: 1) ISO 14001 Certification Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards. 2) EPA Energy Star Certification Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions. 3) LEED Certification Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use. 4) Green Vehicle Certification by the Environmental Protection Agency (EPA) Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies. 5) SBTi (Science Based Targets initiative) Approval Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing. .PROGRAM DETAILS The program establishes competitive fleet pricing including: 0 A not-to-exceed national price for 12 maintenance and light repair services. 0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro .Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS). Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA
52		Small Business Enterprise (SBE)	○ Yes ◉ No	NA
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcewell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval. Example of how it works: • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of $1	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcewell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	1) The Sourcewell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally. National Fleet Parts Pricing Offers: "Not to Exceed" parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts* • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcewell OEM Parts and Supplies RFP is approximately 291,341 SKUs. 2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment) Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers 3) Ford Pro Charging Solutions (See attachments for pricing) 4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ford franchise dealers may at their discretion seek to source out Open Marker items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Selling dealers can provide purchase and accounts payable information. Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information. Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include: • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process is as following: 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the ·customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately.	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was $4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ford Motor Company makes the following solutions available through our RFP response: 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel. 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - "Not to Exceed" parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally) 2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.) 3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles) 4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships. 5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally) 6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team) 7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles. 8) Ford Pro Telematics and Fleet Managment Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more. .	*

Table 88: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	◉ Yes ○ No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally)	*
78	SUV OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
79	Van OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
80	Light Truck OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
81	Class 3-8 Chassis and equipment OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
82	Bus OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	
83	Motorcycles OEM Parts	○ Yes ◉ No	NA	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
- Financial Strength and Stability - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
- Marketing Plan/Samples - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
- WMBE/MBE/SBE or Related Certificates - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
- Standard Transaction Document Samples - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
- Requested Exceptions (optional)
- Upload Additional Document - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☑	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☑	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☑	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☑	1

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Ford of Upland, LLC**, a **Limited Liability Company,** a **Partnership** with its principal place of business at **1300 E. 20th Street, Upland CA 91784** ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Ford OEM Parts and Repair Services** ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **07/01/2025** to **6/30/2028**, 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. Vendor shall provide all Goods and complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty-Eight Thousand Dollars and Zero Cents ($588,000)** 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 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided: The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

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

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

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

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

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

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

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

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

4.10.7 Water Quality.

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

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Manuel Rebolledo, Fleet Services Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Joseph Ayala, Assistant Parts Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

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

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

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

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

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

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

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

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

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

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

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

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

7. INDEMNIFICATION.

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

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

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

10. ACCOUNTING RECORDS.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

12. GENERAL PROVISIONS.

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

Vendor:

Ford of Upland, LLC
1300 E. 20th Street
Upland, CA 91764
Attn: Joseph Ayala, Assistant Parts Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Manny Rebolledo, Fleet Services Superintendent

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

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

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

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

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

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND FORD OF UPLAND, LLC

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

FORD OF UPLAND, LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES

OEM Parts and Repair with Delivery and Pickup

City of Ontario Fleet Services Department

Location: 1425 S. Bon View Ave, Ontario, CA 91761

1. Purpose

The purpose of this contract is to provide Original Equipment Manufacturer (OEM) parts and repair services for the City of Ontario Fleet Services Department. The selected vendor(s) will supply OEM parts, perform authorized repairs, and offer delivery and pickup services to ensure the optimal operation and maintenance of the city's fleet.

2. Scope of Services

The selected vendor(s) shall be responsible for the following:

A. OEM Parts Supply

- Provide **genuine OEM parts** for a variety of vehicles, including but not limited to:
  - Light-duty, medium-duty, and heavy-duty vehicles
  - Police, fire, public works, and utility fleet vehicles
  - Specialty equipment (e.g., sweepers, refuse trucks, emergency response units)
- Ensure **parts availability** and maintain an inventory of frequently used items.
- Provide a **parts catalog** or online portal for ordering.
- Offer **competitive pricing and discounts** for bulk or contract purchases.

B. Repair and Maintenance Services

- Perform **authorized repairs and maintenance** on city fleet vehicles and equipment.
- Utilize only **OEM parts and manufacturer-recommended procedures** for all repairs.
- Ensure that all work is conducted by **certified technicians** with experience in servicing fleet vehicles.
- Provide a **detailed inspection report** for each repair, including parts used and labor performed.
- Adhere to **manufacturer warranty policies** and provide warranty support on installed parts.

C. Pickup and Delivery Services

- Provide **pickup and delivery services** for vehicles requiring repairs at the vendor's location.

- Offer **same-day or next-day delivery** of parts to the Fleet Services Department.
- Maintain a **designated point of contact** for coordinating pickups and deliveries.

D. Service and Response Time

- Maintain a **quick turnaround time** for repairs and parts delivery.
- Provide **emergency repair services** when required.
- Ensure **customer support availability** during Fleet Services Department working hours.

3. Quality Assurance and Compliance

- Comply with all **federal, state, and local regulations** regarding vehicle maintenance and repair.
- Maintain **industry certifications** (ASE, manufacturer certifications, etc.).
- Ensure proper **disposal of hazardous materials** in compliance with environmental regulations.

4. Reporting and Invoicing

- Provide **detailed invoices** with a breakdown of parts, labor, and any additional costs.
- Maintain **service records** for all work performed.
- Submit **monthly reports** summarizing parts usage, repairs completed, and outstanding service needs.

5. Term and Renewal

- The contract shall be for an initial term of three **(3) years** with the option to extend for two (2) one-year terms upon mutual agreement.
- Performance reviews will be conducted periodically to ensure compliance with contract terms.

6. Vendor Requirements

- Must be an **authorized dealer or distributor** for the OEM parts supplied.
- Must have a **fully equipped service facility** with trained personnel.
- Must provide **proof of insurance, business licenses, and references** upon request.
- Dealership Location to be within 15 miles of 1425 S. Bon View, Ontario CA 91764.

7. Evaluation Criteria

Vendors will be selected based on the following:

- **Experience and qualifications** in fleet maintenance and OEM parts supply.
- **Pricing and availability** of parts and services.
- **Response time and customer service.**

EXHIBIT "B"

SCHEDULE OF SERVICES

ALL SERVICES WILL BE ON AS NEEDED BASIS AND REQUESTED BY CITY OF ONTARIO FLEET MANAGEMENT OR DESIGNEE.

EXHIBIT "C"

COMPENSATION

A. Rate per Hour Compensation

No.	Labor Rate	Per Hour
1.	Labor Rate per Hour	$165.00

B. Vendor Mark Ups / Discounts

Parts markup percentage or discount percentage Cost **+ 15%**

C. Piggyback of Sourcewell Contract #080124-FMC

Docusign Envelope ID: C8447C14-6043-4823-9B0C-068378DB41B1

Sourcewell

MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.

   a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
      i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
      ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

17) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.

6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Ford Motor Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 1E2EFC5700BA42D...
By:	By:
Jeremy Schwartz	Travis Hunt
Title: Chief Procurement Officer	Title: General Manager, Ford Pro Parts & Service Transformation
Date: 1/2/2025 | 2:54 PM CST	Date: 1/2/2025 | 2:07 PM EST

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name:	Ford Motor Company
Does your company conduct business under any other name? If yes, please state:	Ford Pro
Address:	1 American Road, Ford WHQ Dearborn , MI 48126
Contact:	Keith Abarca
Email:	kabarca@ford.com
Phone:	925-351-5607
HST#:	38-0549190

Submission Details

Created On:	Monday June 24, 2024 10:37:51
Submitted On:	Thursday August 01, 2024 16:05:22
Submitted By:	Keith Abarca
Email:	kabarca@ford.com
Transaction #:	57a7489c-a156-48f3-9291-31ce89bdd232
Submitter's IP Address:	47.44.170.2

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7	*
5	Provide your NAICS code applicable to Solutions proposed.	811111	
6	Proposer Physical Address:	One American Road Dearborn, MI 48126	*
7	Proposer website address (or addresses):	ford.com; fordpro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit"). In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best sellingvehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)	*
12	What are your company's expectations in the event of an award?	Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector. Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnicraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method. Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached 2023 Financials. 2023 Revenue: $176.2 Billion 2022 Revenue: $158.1 Billion 2021 Revenue: $136.3 Billion 2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally	*
14	What is your US market share for the solutions that you are proposing?	Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET)	*
15	What is your Canadian market share for the solutions that you are proposing?	Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US. Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers). In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - No past debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Motor Company: A Commitment to Innovation, Community, and the Environment 1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately $3 billion to expand Super Duty production. 2. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. 3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. 4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. 5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.	*
21	What percentage of your sales are to the governmental sector in the past three years.	55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years.	55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford Motor Company is currently a Sourcewell vendor for Contract# 101520-FMC. 2023 Annual Sourcewell Sales - $4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcewell Sales $2.7 Mil 2023 Sourcewell Sales increased 64% YOY vs 2022 Sales.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - $504,572,825.00 2022 Contract Year - $690,504,040.00 2023 Contract Year - $308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- $521,184,578.60	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Dirk Aubuchon	213.486.1020	*
City of Virginia Beach	James Yost	757.385.6366	*
City of Palm Springs	Daniel Martinez	760.218.4237	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Ford Customer Service Division operates a world-class service organization of partsand service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals. FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally. The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts. Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.	*
28	Service force.	Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally. Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded a Sourcewell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcewell contract to its dealers, distributors, and end-user fleets. Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ford Is a leader in technology and digital based marketing. • Ford Digital spend indudes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). • Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com • Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role is the following: 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcewell Contract. 3. Participate in trade shows to promote the Sourcewell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcewell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcewell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcewell contract. (Example: Andy Campbell | Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcewell Sales by 64% YOY.)	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcewell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5)_Parts pricing and inventory availability is transparent to the Sourcewell member based on the pricing that the dealer/distributor establishes with each Sourcewell member.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com. 2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members. 3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to $200,000+ on this program in 2023. The Ford Fleet Network benefits also include: a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive $500 off invoice discount on Diesel Engines, $350 off invoice discount on Gas Engines, $200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets. b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS) c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more. e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs. f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more 4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.

42	Describe any technological advances that your proposed Solutions offer.	Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include: 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford $300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than $300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ford's sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency: 1) Electrification of Vehicle Lineup Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain. Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings 2) Carbon Neutrality Commitment Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company's actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP's Climate "A List" for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035 Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions. 3) Sustainable Materials in Vehicle Production Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. . Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing. Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications. 4) Water Conservation Efforts Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit . Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year's worth of water to 1.7 million homes. Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices. 5) World's Largest Green Roof Ford's Dearborn Truck Plant has the World's Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford's redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels: 1) ISO 14001 Certification Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards. 2) EPA Energy Star Certification Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions. 3) LEED Certification Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use. 4) Green Vehicle Certification by the Environmental Protection Agency (EPA) Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies. 5) SBTi (Science Based Targets initiative) Approval Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing. .PROGRAM DETAILS The program establishes competitive fleet pricing including: 0 A not-to-exceed national price for 12 maintenance and light repair services. 0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro .Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS). Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA
52		Small Business Enterprise (SBE)	○ Yes ◉ No	NA
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcewell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval. Example of how it works: • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of $1	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcewell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	1) The Sourcewell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally. National Fleet Parts Pricing Offers: "Not to Exceed" parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts* • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcewell OEM Parts and Supplies RFP is approximately 291,341 SKUs. 2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment) Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers 3) Ford Pro Charging Solutions (See attachments for pricing) 4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ford franchise dealers may at their discretion seek to source out Open Marker items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Selling dealers can provide purchase and accounts payable information. Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information. Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include: • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process is as following: 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the ·customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately.	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was $4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ford Motor Company makes the following solutions available through our RFP response: 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel. 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - "Not to Exceed" parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally) 2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.) 3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles) 4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships. 5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally) 6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team) 7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles. 8) Ford Pro Telematics and Fleet Managment Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more.	

Table 88: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	◉ Yes ○ No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally)	*
78	SUV OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
79	Van OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
80	Light Truck OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
81	Class 3-8 Chassis and equipment OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
82	Bus OEM Parts	◉ Yes ○ No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	
83	Motorcycles OEM Parts	○ Yes ◉ No	NA	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
- Financial Strength and Stability - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
- Marketing Plan/Samples - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
- WMBE/MBE/SBE or Related Certificates - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
- Standard Transaction Document Samples - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
- Requested Exceptions (optional)
- Upload Additional Document - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☑	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☑	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☑	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☑	1

CITY OF ONTARIO
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JIM W. BOWMAN
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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Ford of Upland**, **LLC**, a **Limited Liability Company,** a **Partnership** with its principal place of business at **1300 E. 20th Street, Upland CA 91784** ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **Ford OEM Parts and Repair Services** ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **07/01/2025** to **6/30/2028**, 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. Vendor shall provide all Goods and complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty-Eight Thousand Dollars and Zero Cents ($588,000**) 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 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

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

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

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

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

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

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

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

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

4.10.7 Water Quality.

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

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Manuel Rebolledo, Fleet Services Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Joseph Ayala, Assistant Parts Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

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

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

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

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

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

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

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

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on

a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

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

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

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

additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

7. INDEMNIFICATION.

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

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

or liability arising out of stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor.

9. SAFETY.

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

10. ACCOUNTING RECORDS.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

12. GENERAL PROVISIONS.

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

Vendor:

Ford of Upland, LLC
1300 E. 20th Street
Upland, CA 91764
Attn: Joseph Ayala, Assistant Parts Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Manny Rebolledo, Fleet Services Superintendent

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

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

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

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

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

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND FORD OF UPLAND, LLC

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

FORD OF UPLAND, LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES

OEM Parts and Repair with Delivery and Pickup

City of Ontario Fleet Services Department

Location: 1425 S. Bon View Ave, Ontario, CA 91761

1. Purpose

The purpose of this contract is to provide Original Equipment Manufacturer (OEM) parts and repair services for the City of Ontario Fleet Services Department. The selected vendor(s) will supply OEM parts, perform authorized repairs, and offer delivery and pickup services to ensure the optimal operation and maintenance of the city's fleet.

2. Scope of Services

The selected vendor(s) shall be responsible for the following:

A. OEM Parts Supply

- Provide **genuine OEM parts** for a variety of vehicles, including but not limited to:
  - Light-duty, medium-duty, and heavy-duty vehicles
  - Police, fire, public works, and utility fleet vehicles
  - Specialty equipment (e.g., sweepers, refuse trucks, emergency response units)
- Ensure **parts availability** and maintain an inventory of frequently used items.
- Provide a **parts catalog** or online portal for ordering.
- Offer **competitive pricing and discounts** for bulk or contract purchases.

B. Repair and Maintenance Services

- Perform **authorized repairs and maintenance** on city fleet vehicles and equipment.
- Utilize only **OEM parts and manufacturer-recommended procedures** for all repairs.
- Ensure that all work is conducted by **certified technicians** with experience in servicing fleet vehicles.
- Provide a **detailed inspection report** for each repair, including parts used and labor performed.
- Adhere to **manufacturer warranty policies** and provide warranty support on installed parts.

C. Pickup and Delivery Services

- Provide **pickup and delivery services** for vehicles requiring repairs at the vendor's location.

- Offer **same-day or next-day delivery** of parts to the Fleet Services Department.
- Maintain a **designated point of contact** for coordinating pickups and deliveries.

D. Service and Response Time

- Maintain a **quick turnaround time** for repairs and parts delivery.
- Provide **emergency repair services** when required.
- Ensure **customer support availability** during Fleet Services Department working hours.

3. Quality Assurance and Compliance

- Comply with all **federal, state, and local regulations** regarding vehicle maintenance and repair.
- Maintain **industry certifications** (ASE, manufacturer certifications, etc.).
- Ensure proper **disposal of hazardous materials** in compliance with environmental regulations.

4. Reporting and Invoicing

- Provide **detailed invoices** with a breakdown of parts, labor, and any additional costs.
- Maintain **service records** for all work performed.
- Submit **monthly reports** summarizing parts usage, repairs completed, and outstanding service needs.

5. Term and Renewal

- The contract shall be for an initial term of three (**3) years** with the option to extend for two (2) one-year terms upon mutual agreement.
- Performance reviews will be conducted periodically to ensure compliance with contract terms.

6. Vendor Requirements

- Must be an **authorized dealer or distributor** for the OEM parts supplied.
- Must have a **fully equipped service facility** with trained personnel.
- Must provide **proof of insurance, business licenses, and references** upon request.
- Dealership Location to be within 15 miles of 1425 S. Bon View, Ontario CA 91764.

7. Evaluation Criteria

Vendors will be selected based on the following:

- **Experience and qualifications** in fleet maintenance and OEM parts supply.
- **Pricing and availability** of parts and services.
- **Response time and customer service.**

EXHIBIT "B"

SCHEDULE OF SERVICES

ALL SERVICES WILL BE ON AS NEEDED BASIS AND REQUESTED BY CITY OF ONTARIO FLEET MANAGEMENT OR DESIGNEE.

EXHIBIT "C"

COMPENSATION

A. Rate per Hour Compensation

No.	Labor Rate	Per Hour
1.	Labor Rate per Hour	$165.00

B. Vendor Mark Ups / Discounts

Parts markup percentage or discount percentage Cost **+ 15%**

C. Piggyback of Sourcwell Contract #080124-FMC

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. FOR STAND-BY GENERATOR MAINTENANCE SERVICES AND REPAIRS**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Maintenance Services Agreement with Global Power Group, Inc., of Lakeside, California, for Stand-by Generator Maintenance Services and Repairs in the amount of $365,221 plus a contingency of $300,000. This Amendment increases the contract amount from $375,600 to $740,821 and increases the contingency from $150,000 to $450,000 for a total not-to-exceed amount of $1,190,821 over the five-year term.

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

FISCAL IMPACT: The recommended Amendment No. 1 with Global Power Group, Inc., increases the authorized contract amount by $201,218 for a total contract amount of $576,818 for Fiscal Years 2025-26 and 2026-27, and by $164,003 for the second option year for a total not-to-exceed contract amount of $740,821. In addition, Amendment No. 1 will increase the contingency amount by $300,000, which will bring the previously approved contingency amount of $150,000 to a total contingency amount of $450,000, for a total not-to-exceed amount, including the contingency, of $1,190,821 over the 5-year term. If approved, appropriations in the Facilities Maintenance Fund will be requested at future quarterly budget update to City Council for approval as needed.

BACKGROUND & ANALYSIS: On April 18, 2023, the City Council awarded Bid No. 1602 to Global Power Group, Inc., of Lakeside, California, for the Maintenance Services Agreement for Stand-by Generator Maintenance Services and Repairs.

The City currently has 30 emergency generators at various locations including City Hall, Municipal Services Center, Police Station, Fire Stations, water well sites, sewage lift stations, and portable trailers. In 2024, the City added five additional emergency generators at various locations throughout the City. Each generator consists of a diesel engine, an electrical generator, and a series of relays and controls. These units are automatically activated during power outages and provide

electricity to maintain critical building systems and equipment necessary to continue delivering essential services to the community.

With the addition of these generators, routine preventative maintenance and testing has increased significantly. Global Power Group, Inc., continues to provide these essential services to ensure the reliability of all units. In addition to scheduled maintenance, the City has also utilized urgency services to address issues that fall outside the scope of routine service. These include emergency repairs, replacement of critical components not covered under standard maintenance, and the rental of temporary generators when existing units failed or became inoperable. The availability of both routine and urgent services is vital to minimizing downtime and ensuring that City facilities remain operational during power outages.

Staff recommends increasing the total authorized compensation and extending the agreement for an additional two-year term to ensure the emergency generators operate when needed, minimizing impact to City operations.

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

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GLOBAL POWER GROUP, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Global Power Group, Inc,** a Corporation. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled **"Maintenance Services Agreement"** dated April 18, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend the term to **April 30, 2028,** and increase the compensation amount by **Three Hundred Sixty-Five Thousand Two Hundred Twenty-One Dollars and Zero Cents ($365,221)** for a new contract amount of **Seven Hundred Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents ($740,821)**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.11, and 3.7.19 of the Agreement.

3. Terms.

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

""3.1.2 The term of this Agreement shall be from **May 1, 2023,** to **April 30, 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 one (1) additional one-year term. 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."

"3.2.1 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 **Seven Hundred Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents ($740,821)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE MAINTENANCE AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GLOBAL POWER GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City of Ontario

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

GLOBAL POWER GROUP, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

ATTACHMENT A

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 FISCAL YEAR MAY 1st, 2023 – APRIL 30th, 2026
Page 1

		3 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**Three (3) Annual Services**	**Three (3) Load Tests**	**Three (3) Transfer Switch Services**	**Thirty-Three (33) Monthly Services**
1	**City Hall – Unit G0230** **303 E. B Street** **Make; Cummins/ Oman** **Model: QSX15-G9**	$3,300	$2,340	$585	$8,250
2	**Public Works Facility CNG–Unit G2499** **1425 S. Bon View Avenue** **Make: Caterpillar** **Model: 3406**	$2,250	$2,340	$585	$8,250
3	**Public Works Facility CNG–Unit G0231** **1425 S. Bon View Avenue** **Make: Generac** **Model: 2848060100**	$2,250	$2,340	$585	$8,250
4	**Revenue Building – Unit G0232** **1333 S. Bon View Avenue** **Make: Caterpillar** **Model: 3412STA**	$3,300	$2,340	$585	$8,250
5	**Fire Station 1 – Unit G0233** **425 E. B Street** **Make: Generac** **Model: 97A06741-S**	$1,275	$2,340	$585	$8,250
6	**Fire Station 2 – Unit G0234** **544 W. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5793667**	$1,155	$2,340	$585	$8,250
7	**Fire Station 3 –Unit G0235** **1406 E. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5795029**	$1,155	$2,340	$585	$8,250
8	**Fire Station 4 – Unit G0236** **1005 N. Mountain Avenue** **Make: Cummins/Onan** **Model: DKAE-5793669**	$1,155	$2,340	$585	$8,250
9	**Fire Station 5 – Unit G0237** **1530 E. Fourth Street** **Make: Cummins/Onan** **Model: DKAE-5793670**	$1,155	$2,340	$585	$8,250
10	**Fire Station 6 –Unit G0238** **2931 E. Philadelphia St.** **Make: Cummins/Onan** **Model: 100DGDB**	$1,485	$2,340	$585	$8,250
11	**Fire Station 7 – Unit G0239** **4925 E. Vanderbilt St.** **Make: Kohler** **Model: 135REOZJC**	$1,575	$2,340	$585	$8,250
12	**Fire Station 8 – Unit G0240** **3429 Shelby Street** **Make: Generac** **Model: 99A2384-S**	$1,155	$2,340	$585	$8,250

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 FISCAL YEARS MAY 1st, 2023 – APRIL 30th, 2026

Page 2

		3 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**Three (3) Annual Services**	**Three (3) Load Tests**	**Three (3) Transfer Switch Services**	**Thirty-Three (33) Monthly Services**
13	**Fire Station 9 – Unit G0256** **2661 E. Park Vista Dr.** **Make: Kohler** **Model: 180RE0ZJG**	$1,785	$2,340	$585	$8,250
14	**Police Department –Unit G0241** **2500 S. Archibald Avenue** **Make: Kohler** **Model: 500REOZV**	$3,300	$2,340	$585	$8,250
15	**Police Department Fuel Site–Unit G0206** **2500 S. Archibald Avenue** **Make: Cummins/Onan** **Model: DKAE-1209280**	$1,155	$2,340	$585	$8,250
16	**Well Site # 40 – Unit G0243** **1335 E. Holt Blvd.** **Make: Caterpillar** **Model: 3412C**	$3,600	$3,510	$585	$8,250
17	**Well Site # 41 – Unit G0244** **1252 N. Hellman Ave.** **Make: Caterpillar** **Model:3412C**	$3,600	$3,510	$585	$8,250
18	**Well Site # 46 – Unit G0245** **1682 E. 8TH St.** **Make: Caterpillar** **Model: SR4B-GD**	$3,600	$3,510	$585	$8,250
19	**Well # 47 – Unit G0255** **4265 E. Concours St.** **Make: Cummins** **Model: DQFAD-1804425**	$7,500	$3,510	$585	$8,250
20	**Well Site # 49 – Unit G0246** **1495 S Dupont Ave.** **Make: Caterpillar** **Model:C15**	$3,120	$2,340	$585	$8,250
21	**Haven Lift Station – Unit G0207** **2509 E. Brentstone St.** **Make: Caterpillar** **Model: 3406**	$2,250	$2,340	$585	$8,250
22	**IT- Arena Site – Unit G0253** **3737 B E. Concours St.** **Make: Kohler** **Model: 80REOZJ14**	$1,350	$2,340	$585	$8,250
23	**Public Works – Unit G0254** **1425 s. Bon View Ave** **Make: Kohler** **Model: 30REOZK**	$1,155	$2,340	$585	$8,250
24	**Potable Trailer – Unit G0249** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$3,600	$3,510	N/A	$8,250

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 FISCAL YEARS MAY 1st, 2023 – APRIL 30th, 2026

Page 3

		3 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**Three (3) Annual Services**	**Three (3) Load Tests**	**Three (3) Transfer Switch Services**	**Thirty-Three (33) Monthly Services**
25	**Potable Trailer – Unit G0250** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$3,600	$3,510	N/A	$8,250
26	**Potable Trailer – Unit G0251** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$3,600	$3,10	N/A	$8,250
27	**Potable Trailer – Unit G0252** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: C18**	$3,600	$2,340	N/A	$8,250
	Totals per Service	**$68,025**	**$71,370**	**$13,455**	**$222,750**
	Total for Three Year Contract	**$375,600**			

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1FISCAL YEARS MAY 1st, 2026 – APRIL 30th, 2027 - 1st OPTION YEAR
Page 1

		1 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**One (1) Annual Service**	**One (1) Load Tests**	**One (1) Transfer Switch Services**	**Eleven (11) Monthly Services**
1	**City Hall – Unit G0230** **303 E. B Street** **Make; Cummins/ Oman** **Model: QSX15-G9**	$1,100	$780	$195	$2,750
2	**Public Works Facility CNG–Unit G2499** **1425 S. Bon View Avenue** **Make: Caterpillar** **Model: 3406**	$750	$780	$195	$2,750
3	**Public Works Facility CNG–Unit G0231** **1425 S. Bon View Avenue** **Make: Generac** **Model: 2848060100**	$750	$780	$195	$2,750
4	**Revenue Building – Unit G0232** **1333 S. Bon View Avenue** **Make: Caterpillar** **Model: 3412STA**	$1,100	$780	$195	$2,750
5	**Fire Station 1 – Unit G0233** **425 E. B Street** **Make: Generac** **Model: 97A06741-S**	$425	$780	$195	$2,750
6	**Fire Station 2 – Unit G0234** **544 W. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5793667**	$385	$780	$195	$2,750
7	**Fire Station 3 –Unit G0235** **1406 E. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5795029**	$385	$780	$195	$2,750
8	**Fire Station 4 – Unit G0236** **1005 N. Mountain Avenue** **Make: Cummins/Onan** **Model: DKAE-5793669**	$385	$780	$195	$2,750
9	**Fire Station 5 – Unit G0237** **1530 E. Fourth Street** **Make: Cummins/Onan** **Model: DKAE-5793670**	$385	$780	$195	$2,750
10	**Fire Station 6 –Unit G0238** **2931 E. Philadelphia St.** **Make: Cummins/Onan** **Model: 100DGDB**	$495	$780	$195	$2,750
11	**Fire Station 7 – Unit G0239** **4925 E. Vanderbilt St.** **Make: Kohler** **Model: 135REOZJC**	$525	$780	$195	$2,750
12	**Fire Station 8 – Unit G0240** **3429 Shelby Street** **Make: Generac** **Model: 99A2384-S**	$385	$780	$195	$2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1FISCAL YEARS MAY 1st, 2026 – APRIL 30th, 2027 – 1st OPTION YEAR

Page 2

		1 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**One (1) Annual Service**	**One (1) Load Test**	**One (1) Transfer Switch Service**	**Eleven (11) Monthly Services**
13	**Fire Station 9 – Unit G0256** **2661 E. Park Vista Dr.** **Make: Kohler** **Model: 180RE0ZJG**	$595	$780	$195	$2,750
14	**Police Department –Unit G0241** **2500 S. Archibald Avenue** **Make: Kohler** **Model: 500REOZV**	$1,100	$780	$195	$2,750
15	**Police Department Fuel Site–Unit G0206** **2500 S. Archibald Avenue** **Make: Cummins/Onan** **Model: DKAE-1209280**	$385	$780	$195	$2,750
16	**Well Site # 40 – Unit G0243** **1335 E. Holt Blvd.** **Make: Caterpillar** **Model: 3412C**	$1,200	$1,170	$195	$2,750
17	**Well Site # 41 – Unit G0244** **1252 N. Hellman Ave.** **Make: Caterpillar** **Model:3412C**	$1,200	$1,170	$195	$2,750
18	**Well Site # 46 – Unit G0245** **1682 E. 8th St.** **Make: Caterpillar** **Model: SR4B-GD**	$1,200	$1,170	$195	$2,750
19	**Well # 47 – Unit G0255** **4265 E. Concours St.** **Make: Cummins** **Model: DQFAD-1804425**	$2,500	$1,170	$195	$2,750
20	**Well Site # 49 – Unit G0246** **1495 S Dupont Ave.** **Make: Caterpillar** **Model:C15**	$1,040	$780	$195	$2,750
21	**Haven Lift Station – Unit G0207** **2509 E. Brentstone St.** **Make: Caterpillar** **Model: 3406**	$750	$780	$195	$2,750
22	**IT- Arena Site – Unit G0253** **3737 B E. Concours St.** **Make: Kohler** **Model: 80REOZJ14**	$450	$780	$195	$2,750
23	**Public Works – Unit G0254** **1425 s. Bon View Ave** **Make: Kohler** **Model: 30REOZK**	$385	$780	$195	$2,750
24	**Potable Trailer – Unit G0249** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 FISCAL YEAR MAY 1st, 2026 – APRIL 30th,2027 – 1st OPTION YEAR

Page 3

		1 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**One (1) Annual Service**	**One (1) Load Test**	**One (1) Transfer Switch Service**	**Eleven (11) Monthly Services**
25	**Potable Trailer – Unit G0250** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750
26	**Potable Trailer – Unit G0251** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750
27	**Potable Trailer – Unit G0252** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: C18**	$1,200	$780	N/A	$2,750
	Totals per Service	**$22,675**	**$23,790**	**$4,485**	**$74,250**
	Total for One Year Contract	**$125,200**			

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1FISCAL YEARS MAY 1st, 2027 – APRIL 30th, 2028 - 2nd OPTION YEAR
Page 1

		1 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**One (1) Annual Service**	**One (1) Load Test**	**One (1) Transfer Switch Service**	**Eleven (11) Monthly Services**
1	**City Hall – Unit G0230** **303 E. B Street** **Make; Cummins/ Oman** **Model: QSX15-G9**	$1,100	$780	$195	$2,750
2	**Public Works Facility CNG–Unit G2499** **1425 S. Bon View Avenue** **Make: Caterpillar** **Model: 3406**	$750	$780	$195	$2,750
3	**Public Works Facility CNG–Unit G0231** **1425 S. Bon View Avenue** **Make: Generac** **Model: 2848060100**	$750	$780	$195	$2,750
4	**Revenue Building – Unit G0232** **1333 S. Bon View Avenue** **Make: Caterpillar** **Model: 3412STA**	$1,100	$780	$195	$2,750
5	**Fire Station 1 – Unit G0233** **425 E. B Street** **Make: Generac** **Model: 97A06741-S**	$425	$780	$195	$2,750
6	**Fire Station 2 – Unit G0234** **544 W. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5793667**	$385	$780	$195	$2,750
7	**Fire Station 3 –Unit G0235** **1406 E. Francis Avenue** **Make: Cummins/Onan** **Model: DKAE-5795029**	$385	$780	$195	$2,750
8	**Fire Station 4 – Unit G0236** **1005 N. Mountain Avenue** **Make: Cummins/Onan** **Model: DKAE-5793669**	$385	$780	$195	$2,750
9	**Fire Station 5 – Unit G0237** **1530 E. Fourth Street** **Make: Cummins/Onan** **Model: DKAE-5793670**	$385	$780	$195	$2,750
10	**Fire Station 6 –Unit G0238** **2931 E. Philadelphia St.** **Make: Cummins/Onan** **Model: 100DGDB**	$495	$780	$195	$2,750
11	**Fire Station 7 – Unit G0239** **4925 E. Vanderbilt St.** **Make: Kohler** **Model: 135REOZJC**	$525	$780	$195	$2,750
12	**Fire Station 8 – Unit G0240** **3429 Shelby Street** **Make: Generac** **Model: 99A2384-S**	$385	$780	$195	$2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 FISCAL YEARS MAY 1st, 2027– APRIL 30th, 2028 - 2nd OPTION YEAR

Page 2

		1 Year Contract Total Cost			
No.	**Site Name, Location, Make and Model**	**One (1) Annual Service**	**One (1) Load Tests**	**One (1) Transfer Switch Services**	**Eleven (11) Monthly Services**
13	**Fire Station 9 – Unit G0256** **2661 E. Park Vista Dr.** **Make: Kohler** **Model : 180RE0ZJG**	$595	$780	$195	$2,750
14	**Police Department –Unit G0241** **2500 S. Archibald Avenue** **Make: Kohler** **Model: 500REOZV**	$1,100	$780	$195	$2,750
15	**Police Department Fuel Site–Unit G0206** **2500 S. Archibald Avenue** **Make: Cummins/Onan** **Model: DKAE-1209280**	$385	$780	$195	$2,750
16	**Well Site # 40 – Unit G0243** **1335 E. Holt Blvd.** **Make: Caterpillar** **Model: 3412C**	$1,200	$1,170	$195	$2,750
17	**Well Site # 41 – Unit G0244** **1252 N. Hellman Ave.** **Make: Caterpillar** **Model:3412C**	$1,200	$1,170	$195	$2,750
18	**Well Site # 46 – Unit G0245** **1682 E. 8th St.** **Make: Caterpillar** **Model: SR4B-GD**	$1,200	$1,170	$195	$2,750
19	**Well # 47 – Unit G0255** **4265 E. Concours St.** **Make: Cummins** **Model: DQFAD-1804425**	$2,500	$1,170	$195	$2,750
20	**Well Site # 49 – Unit G0246** **1495 S Dupont Ave.** **Make: Caterpillar** **Model:C15**	$1,040	$780	$195	$2,750
21	**Haven Lift Station – Unit G0207** **2509 E. Brentstone St.** **Make: Caterpillar** **Model: 3406**	$750	$780	$195	$2,750
22	**IT- Arena Site – Unit G0253** **3737 B E. Concours St.** **Make: Kohler** **Model: 80REOZJ14**	$450	$780	$195	$2,750
23	**Public Works – Unit G0254** **1425 s. Bon View Ave** **Make: Kohler** **Model: 30REOZK**	$385	$780	$195	$2,750
24	**Potable Trailer – Unit G0249** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1FISCAL YEARS MAY 1st, 2027 – APRIL 30th, 2028 - 2nd OPTION YEAR

Page 3

		1 Year Contract Total Cost			
No.	**Site Name, Location,Make and Model**	**One (1) Annual Service**	**One (1) Load Test**	**One (1) Transfer Switch Service**	**Eleven (11) Monthly Services**
25	**Potable Trailer – Unit G0250** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750
26	**Potable Trailer – Unit G0251** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: PMC27**	$1,200	$1,170	N/A	$2,750
27	**Potable Trailer – Unit G0252** **1333 S. Bon View Ave.** **Make: Caterpillar** **Model: C18**	$1,200	$1,780	N/A	$2,750
	Totals per Service	**$22,675**	**$23,790**	**$4,485**	**$74,250**
	Total for One Year Contract	**$125,200**			

BID SCHEDULE NO. 3 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
MAY 1st, 2025 – APRIL 30th, 2027

Page 1

		2 Year Contract Total Cost			
No.	**Site Name, Location,Make and Model**	**Three (2) Annual Services**	**Three (2) Load Tests**	**Three (2) Transfer Switch Services**	**Twenty-Two (22) Monthly Services**
1	**Creekside Pop - Unit G0258** **3151 E. Riverside Dr. #B** **Make: Kohler** **Model: 60REOZK**	946-	1,638-	410-	5,830-
2	**Well Site 43 - Unit G0259** **3650 E. Airport Dr.** **Make: Caterpillar** **Model: CAT-C27**	2,520-	2458-	410-	5,830-
3	**Well Site 39 - Unit G0260** **4327 E. Guasti Rd.** **Make: Caterpillar** **Model: D60-4LC**	946-	1,638-	410-	5,830-
4	**Portable Trailer-Unit 0257** **1440 S. Cucamonga** **Make: Generac** **Model: MDG175**	1,250-	1,638-	410-	5,830-
5	**Bon View Pop- Unit G0261** **1333 S. Bon View Ave.** **Make: Kohler** **Model: 60REOZK Estimated Commencement Date January 2026**	946-	1,638-	410-	5,830-
6	**Anthony Munoz Pop Unit G0262** **1221 W. Fifth St.** **Make: Kohler** **Model: 60REOZK Estimated Commencement Date January 2026**	946-	1,638-	410-	5,830-
7	**Fire Station 3 - Unit G0263** **1420 E. Francis Ave.** **Make: John Deere** **Model: 6135HFG84A Estimated Commencement Date June 2026**	2,310-	1,638-	410-	5,830-
8	**Fire Station 1 - Unit G0264** **381 N. Sultana Ave.** **Make: John Deere** **Model: 6135HFG84A Estimated Commencement Date September 2025**	2,310-	1,638-	410-	5,830-

BID SCHEDULE NO. 3 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
MAY 1st, 2025 – APRIL 30th, 2027

Page 2

		2 Year Contract Total Cost			
	Totals per Service	**12,174-**	**13,924-**	**3,280-**	**46,640-**
	Total for Two Year Contract	**76,018-**			

BID SCHEDULE NO. 4 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
MAY 1st, 2027 – APRIL 30th, 2028

Page 1

		1Year Contract Total Cost			
No.	**Site Name, Location,Make and Model**	**Three (1) Annual Services**	**Three (1) Load Tests**	**Three (1) Transfer Switch Services**	**Eleven (11) Monthly Services**
1	**Creekside Pop - Unit G0258** **3151 E. Riverside Dr. #B** **Make: Kohler** **Model: 60REOZK**	502-	869-	205-	2,915-
2	**Well Site 43 - Unit G0259** **3650 E. Airport Dr.** **Make: Caterpillar** **Model: CAT-C27**	1,336-	1,303-	205-	2,915-
3	**Well Site 39 - Unit G0260** **4327 E. Guasti Rd.** **Make: Caterpillar** **Model: D60-4LC**	502-	869-	205-	2,915-
4	**Portable Trailer-Unit 0257** **1440 S. Cucamonga** **Make: Generac** **Model: MDG175**	663-	869-	205-	2,915-
5	**Bon View Pop- Unit G0261** **1333 S. Bon View Ave.** **Make: Kohler** **Model: 60REOZK Estimated Commencement Date January 2026**	502-	869-	205-	2,915-
6	**Anthony Munoz Pop Unit G0262** **1221 W. Fifth St.** **Make: Kohler** **Model: 60REOZK Estimated Commencement Date January 2026**	502-	869-	205-	2,915-
7	**Fire Station 3 - Unit G0263** **1420 E. Francis Ave.** **Make: John Deere** **Model: 6135HFG84A Estimated Commencement Date June 2026**	1,225-	869-	205-	2,915-
8	**Fire Station 1 - Unit G0264** **381 N. Sultana Ave.** **Make: John Deere** **Model: 6135HFG84A Estimated Commencement Date September 2025**	1,225-	869-	205-	2,915-

BID SCHEDULE NO. 4 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
MAY 1st, 2027 – APRIL 30th, 2028

Page 2

		1 Year Contract Total Cost			
	Totals per Service	6,457-	7,386	1,640-	23,320-
	Total for One Year Contract	38,803-			

Thank You

Exhibit "B"

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES
Project No. FS 2223-1 ~~FISCAL YEARS 2022 – 2025~~ Page 1
May 1, 2023 — Apr 30, 2026

No.	Site Name, Location, Make and Model	3 Year Contract Total Cost			
		Three (3) Annual Services	Three (3) Load Tests	Three (3) Transfer Switch Services	Thirty-Three (33) Monthly Services
1	City Hall – Unit G0230 303 E. B Street Make; Cummins/ Oman Model: QSX15-G9	$ 3,300	$ 2,340	$ 585	$ 8,250
2	Public Works Facility CNG–Unit G2499 1425 S. Bon View Avenue Make: Caterpillar Model: 3406	$ 2,250	$ 2,340	$ 585	$ 8,250
3	Public Works Facility CNG–Unit G0231 1425 S. Bon View Avenue Make: Generac Model: 2848060100	$ 2,250	$ 2,340	$ 585	$ 8,250
4	Revenue Building – Unit G0232 1333 S. Bon View Avenue Make: Caterpillar Model: 3412STA	$ 3,300	$ 2,340	$ 585	$ 8,250
5	Fire Station 1 – Unit G0233 425 E. B Street Make: Generac Model: 97A06741-S	$ 1,275	$ 2,340	$ 585	$ 8,250
6	Fire Station 2 – Unit G0234 544 W. Francis Avenue Make: Cummins/Onan Model: DKAE-5793667	$ 1,155	$ 2,340	$ 585	$ 8,250
7	Fire Station 3 –Unit G0235 1406 E. Francis Avenue Make: Cummins/Onan Model: DKAE-5795029	$ 1,155	$ 2,340	$ 585	$ 8,250
8	Fire Station 4 – Unit G0236 1005 N. Mountain Avenue Make: Cummins/Onan Model: DKAE-5793669	$ 1,155	$ 2,340	$ 585	$ 8,250
9	Fire Station 5 – Unit G0237 1530 E. Fourth Street Make: Cummins/Onan Model: DKAE-5793670	$ 1,155	$ 2,340	$ 585	$ 8,250
10	Fire Station 6 –Unit G0238 2931 E. Philadelphia St. Make: Cummins/Onan Model: 100DGDB	$ 1,485	$ 2,340	$ 585	$ 8,250
11	Fire Station 7 – Unit G0239 4925 E. Vanderbilt St. Make: Kohler Model: 135REOZJC	$ 1,575	$ 2,340	$ 585	$ 8,250
12	Fire Station 8 – Unit G0240 3429 Shelby Street Make: Generac Model: 99A2384-S	$ 1,155	$ 2,340	$ 585	$ 8,250

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FISCAL YEARS 2022 – 2025 Page 2

MAY 1st, 2023 – April 30th, 2026

No.	Site Name, Location, Make and Model	3 Year Contract Total Cost			
		Three (3) Annual Services	Three (3) Load Tests	Three (3) Transfer Switch Services	Thirty-Three (33) Monthly Services
13	Fire Station 9 – Unit G0256 2661 E. Park Vista Dr. Make: Kohler Model : 180RE0ZJG	$1,785	$2,340	$585	$8,250
14	Police Department –Unit G0241 2500 S. Archibald Avenue Make: Kohler Model: 500REOZV	$3,300	$2,340	$585	$8,250
15	Police Department Fuel Site–Unit G0206 2500 S. Archibald Avenue Make: Cummins/Onan Model: DKAE-1209280	$1,155	$2,340	$585	$8,250
16	Well Site # 40 – Unit G0243 1335 E. Holt Blvd. Make: Caterpillar Model: 3412C	$3,600	$3,510	$585	$8,250
17	Well Site # 41 – Unit G0244 1252 N. Hellman Ave. Make: Caterpillar Model:3412C	$3,600	$3,510	$585	$8,250
18	Well Site # 46 – Unit G0245 1682 E. 8th St. Make: Caterpillar Model: SR4B-GD	$3,600	$3,510	$585	$8,250
19	Well # 47 – Unit G0255 4265 E. Concours St. Make: Cummins Model: DQFAD-1804425	$7,500	$3,510	$585	$8,250
20	Well Site # 49 – Unit G0246 1495 S Dupont Ave. Make: Caterpillar Model:C15	$3,120	$2,340	$585	$8,250
21	Haven Lift Station – Unit G0207 2509 E. Brentstone St. Make: Caterpillar Model: 3406	$2,250	$2,340	$585	$8,250
22	IT- Arena Site – Unit G0253 3737 B E. Concours St. Make: Kohler Model: 80REOZJ14	$1,350	$2,340	$585	$8,250
23	Public Works – Unit G0254 1425 s. Bon View Ave Make: Kohler Model: 30REOZK	$1,155	$2,340	$585	$8,250
24	Potable Trailer – Unit G0249 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$3,600	$3,510	N/A	$8,250

BID SCHEDULE NO. 1 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FI~~SCAL YEARS 2022 – 2025~~ Page 3

MAY 1st, 2023 April 30, 2026

No.	Site Name, Location, Make and Model	3 Year Contract Total Cost			
		Three (3) Annual Services	Three (3) Load Tests	Three (3) Transfer Switch Services	Thirty-Three (33) Monthly Services
25	Potable Trailer – Unit G0250 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 3,600	$ 3,510	N/A	$ 8,250
26	Potable Trailer – Unit G0251 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 3,600	$ 3,510	N/A	$ 8,250
27	Potable Trailer – Unit G0252 1333 S. Bon View Ave. Make: Caterpillar Model: C18	$ 3,600	$ 2,340	N/A	$ 8,250
	Totals per Service	$ 68,025	$ 71,370	$ 13,455	$ 222,750
	Total for Three Year Contract	$ 375,600			

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FISCAL YEARS ~~2025 – 2026~~ 1ST OPTION YEAR Page 1

May 1st 2026 – April 30, 2027

No.	Site Name, Location, Make and Model	1 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Tests	One (1) Transfer Switch Services	Eleven (11) Monthly Services
1	City Hall – Unit G0230 303 E. B Street Make; Cummins/ Oman Model: QSX15-G9	$ 1,100	$ 780	$ 195	$ 2,750
2	Public Works Facility CNG–Unit G2499 1425 S. Bon View Avenue Make: Caterpillar Model: 3406	$ 750	$ 780	$ 195	$ 2,750
3	Public Works Facility CNG–Unit G0231 1425 S. Bon View Avenue Make: Generac Model: 2848060100	$ 750	$ 780	$ 195	$ 2,750
4	Revenue Building – Unit G0232 1333 S. Bon View Avenue Make: Caterpillar Model: 3412STA	$ 1,100	$ 780	$ 195	$ 2,750
5	Fire Station 1 – Unit G0233 425 E. B Street Make: Generac Model: 97A06741-S	$ 425	$ 780	$ 195	$ 2,750
6	Fire Station 2 – Unit G0234 544 W. Francis Avenue Make: Cummins/Onan Model: DKAE-5793667	$ 385	$ 780	$ 195	$ 2,750
7	Fire Station 3 –Unit G0235 1406 E. Francis Avenue Make: Cummins/Onan Model: DKAE-5795029	$ 385	$ 780	$ 195	$ 2,750
8	Fire Station 4 – Unit G0236 1005 N. Mountain Avenue Make: Cummins/Onan Model: DKAE-5793669	$ 385	$ 780	$ 195	$ 2,750
9	Fire Station 5 – Unit G0237 1530 E. Fourth Street Make: Cummins/Onan Model: DKAE-5793670	$ 385	$ 780	$ 195	$ 2,750
10	Fire Station 6 –Unit G0238 2931 E. Philadelphia St. Make: Cummins/Onan Model: 100DGDB	$ 495	$ 780	$ 195	$ 2,750
11	Fire Station 7 – Unit G0239 4925 E. Vanderbilt St. Make: Kohler Model: 135REOZJC	$ 525	$ 780	$ 195	$ 2,750
12	Fire Station 8 – Unit G0240 3429 Shelby Street Make: Generac Model: 99A2384-S	$ 385	$ 780	$ 195	$ 2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FI~~SCAL YEARS 2025 – 2026~~ 1ST OPTION YEAR Page 2

MAY 1st, 2026 – April 30th 2027

No.	Site Name, Location, Make and Model	1 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Test	One (1) Transfer Switch Service	Eleven (11) Monthly Services
13	Fire Station 9 – Unit G0256 2661 E. Park Vista Dr. Make: Kohler Model : 180RE0ZJG	$ 595	$ 780	$ 195	$ 2,750
14	Police Department –Unit G0241 2500 S. Archibald Avenue Make: Kohler Model: 500REOZV	$ 1,100	$ 780	$ 195	$ 2,750
15	Police Department Fuel Site–Unit G0206 2500 S. Archibald Avenue Make: Cummins/Onan Model: DKAE-1209280	$ 385	$ 780	$ 195	$ 2,750
16	Well Site # 40 – Unit G0243 1335 E. Holt Blvd. Make: Caterpillar Model: 3412C	$ 1,200	$ 1,170	$ 195	$ 2,750
17	Well Site # 41 – Unit G0244 1252 N. Hellman Ave. Make: Caterpillar Model:3412C	$ 1,200	$ 1,170	$ 195	$ 2,750
18	Well Site # 46 – Unit G0245 1682 E. 8th St. Make: Caterpillar Model: SR4B-GD	$ 1,200	$ 1,170	$ 195	$ 2,750
19	Well # 47 – Unit G0255 4265 E. Concours St. Make: Cummins Model: DQFAD-1804425	$ 2,500	$ 1,170	$ 195	$ 2,750
20	Well Site # 49 – Unit G0246 1495 S Dupont Ave. Make: Caterpillar Model:C15	$ 1,040	$ 780	$ 195	$ 2,750
21	Haven Lift Station – Unit G0207 2509 E. Brentstone St. Make: Caterpillar Model: 3406	$ 750	$ 780	$ 195	$ 2,750
22	IT- Arena Site – Unit G0253 3737 B E. Concours St. Make: Kohler Model: 80REOZJ14	$ 450	$ 780	$ 195	$ 2,750
23	Public Works – Unit G0254 1425 s. Bon View Ave Make: Kohler Model: 30REOZK	$ 385	$ 780	$ 195	$ 2,750
24	Potable Trailer – Unit G0249 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	$ N/A	$ 2,750

Exhibit "B"

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 ~~FISCAL YEARS 2025 – 2026~~ 1ST OPTION YEAR Page 3

May 1st, 2026 – April 30th 2027

No.	Site Name, Location, Make and Model	1 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Test	One (1) Transfer Switch Service	Eleven (11) Monthly Services
25	Potable Trailer – Unit G0250 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	N/A	$ 2,750
26	Potable Trailer – Unit G0251 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	N/A	$ 2,750
27	Potable Trailer – Unit G0252 1333 S. Bon View Ave. Make: Caterpillar Model: C18	$ 1,200	$ 780	N/A	$ 2,750
	Totals per Service	$ 22,675	$ 23,790	$ 4,485	$ 74,250
	Total for One Year Contract	$ 125,200			

Exhibit "B"

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FI~~SCAL YEARS 2026 – 2027~~ 2nd OPTION YEAR Page 1

May 1st 2027 - April 30th 2028

No.	Site Name, Location, Make and Model	1 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Tests	One (1) Transfer Switch Services	Eleven (11) Monthly Services
1	City Hall – Unit G0230 303 E. B Street Make; Cummins/ Onan Model: QSX15-G9	$ 1,100	$ 780	$ 195	$ 2,750
2	Public Works Facility CNG–Unit G2499 1425 S. Bon View Avenue Make: Caterpillar Model: 3406	$ 750	$ 780	$ 195	$ 2,750
3	Public Works Facility CNG–Unit G0231 1425 S. Bon View Avenue Make: Generac Model: 2848060100	$ 750	$ 780	$ 195	$ 2,750
4	Revenue Building – Unit G0232 1333 S. Bon View Avenue Make: Caterpillar Model: 3412STA	$ 1,100	$ 780	$ 195	$ 2,750
5	Fire Station 1 – Unit G0233 425 E. B Street Make: Generac Model: 97A06741-S	$ 425	$ 780	$ 195	$ 2,750
6	Fire Station 2 – Unit G0234 544 W. Francis Avenue Make: Cummins/Onan Model: DKAE-5793667	$ 385	$ 780	$ 195	$ 2,750
7	Fire Station 3 –Unit G0235 1406 E. Francis Avenue Make: Cummins/Onan Model: DKAE-5795029	$ 385	$ 780	$ 195	$ 2,750
8	Fire Station 4 – Unit G0236 1005 N. Mountain Avenue Make: Cummins/Onan Model: DKAE-5793669	$ 385	$ 780	$ 195	$ 2,750
9	Fire Station 5 – Unit G0237 1530 E. Fourth Street Make: Cummins/Onan Model: DKAE-5793670	$ 385	$ 780	$ 195	$ 2,750
10	Fire Station 6 –Unit G0238 2931 E. Philadelphia St. Make: Cummins/Onan Model: 100DGDB	$ 495	$ 780	$ 195	$ 2,750
11	Fire Station 7 – Unit G0239 4925 E. Vanderbilt St. Make: Kohler Model: 135REOZJC	$ 525	$ 780	$ 195	$ 2,750
12	Fire Station 8 – Unit G0240 3429 Shelby Street Make: Generac Model: 99A2384-S	$ 385	$ 780	$ 195	$ 2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 ~~FISCAL YEARS 2026 – 2027~~ 2nd OPTION YEAR Page 2

MAY 1st 2027 - April 30th 2028

No.	Site Name, Location, Make and Model	4 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Test	One (1) Transfer Switch Service	Eleven (11) Monthly Services
13	Fire Station 9 – Unit G0256 2661 E. Park Vista Dr. Make: Kohler Model : 180RE0ZJG	$ 595	$ 780	$ 195	$ 2,750
14	Police Department –Unit G0241 2500 S. Archibald Avenue Make: Kohler Model: 500REOZV	$ 1,100	$ 780	$ 195	$ 2,750
15	Police Department Fuel Site–Unit G0206 2500 S. Archibald Avenue Make: Cummins/Onan Model: DKAE-1209280	$ 385	$ 780	$ 195	$ 2,750
16	Well Site # 40 – Unit G0243 1335 E. Holt Blvd. Make: Caterpillar Model: 3412C	$ 1,200	$ 1,170	$ 195	$ 2,750
17	Well Site # 41 – Unit G0244 1252 N. Hellman Ave. Make: Caterpillar Model:3412C	$ 1,200	$ 1,170	$ 195	$ 2,750
18	Well Site # 46 – Unit G0245 1682 E. 8th St. Make: Caterpillar Model: SR4B-GD	$ 1,200	$ 1,170	$ 195	$ 2,750
19	Well # 47 – Unit G0255 4265 E. Concours St. Make: Cummins Model: DQFAD-1804425	$ 2,500	$ 1,170	$ 195	$ 2,750
20	Well Site # 49 – Unit G0246 1495 S Dupont Ave. Make: Caterpillar Model:C15	$ 1,040	$ 780	$ 195	$ 2,750
21	Haven Lift Station – Unit G0207 2509 E. Brentstone St. Make: Caterpillar Model: 3406	$ 750	$ 780	$ 195	$ 2,750
22	IT- Arena Site – Unit G0253 3737 B E. Concours St. Make: Kohler Model: 80REOZJ14	$ 450	$ 780	$ 195	$ 2,750
23	Public Works – Unit G0254 1425 s. Bon View Ave Make: Kohler Model: 30REOZK	$ 385	$ 780	$ 195	$ 2,750
24	Potable Trailer – Unit G0249 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	$ N/A	$ 2,750

BID SCHEDULE NO. 2 - GENERATOR MAINTENANCE SERVICES Project No. FS 2223-1 FISCAL YEARS ~~2026 – 2027~~ 2nd OPTION YEAR Page 3

May 1st, 2027 — April 30th 2028

No.	Site Name, Location, Make and Model	1 Year Contract Total Cost			
		One (1) Annual Service	One (1) Load Test	One (1) Transfer Switch Service	Eleven (11) Monthly Services
25	Potable Trailer – Unit G0250 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	N/A	$ 2,750
26	Potable Trailer – Unit G0251 1333 S. Bon View Ave. Make: Caterpillar Model: PMC27	$ 1,200	$ 1,170	N/A	$ 2,750
27	Potable Trailer – Unit G0252 1333 S. Bon View Ave. Make: Caterpillar Model: C18	$ 1,200	$ 780	N/A	$ 2,750
	Totals per Service	$ 22,675	$ 23,790	$ 4,485	$ 74,250
	Total for One Year Contract	$ 125,200			

SCHEDULE OF SERVICES

BID SCHEDULE NO. 3 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
May 1ST 2025- April 30th 2027
Page 1

		2 Year Contract Total Cost			
No.	Site Name, Location, Make and Model	Two (2) Annual Services	Two (2) Load Tests	Two (2) Transfer Switch Services	Twenty-Two (22) Monthly Services
	Creekside Pop – Unit G0258 3151 E. Riverside Dr. # B Make: Kohler Model: 60REOZK	946. -	1,638. -	410.-	5,830. -
	Well Site 43 – Unit G0259 3650 E. Airport Dr. Make: Caterpillar Model: CAT-C27	2,520. -	2,458. -	410.-	5,830. -
	Well Site 39 – Unit G0260 4327 E. Guasti Rd. Make: Caterpillar Model: D60-4LC	946. -	1,638. -	410.-	5,830. -
	Portable Trailer-Unit 0257 1440 S. Cucamonga Make: Generac Model: MDG175	1250. -	1,638. -	410.-	5,830. -
	Bon View Pop – Unit G0261 1333 S. Bon View Ave. Make: Kohler Model: 60REOZK Estimated Commencement Date January 2026	946. -	1,638. -	410.-	5,830. -
	Antnony Munoz Pop Unit G0262 1221 W. Fifth St. Make: Kohler Model: 60REOZK Estimated Commencement Date January 2026	946. -	1,638. -	410.-	5,830. -
	Fire Station 3 – Unit G0263 1420 E. Francis Ave. Make: John Deere Model: 6135HFG84A Estimated Commencement Date June 2026	2,310. -	1,638. -	410.-	5,830. -
	Fire Station 1 – Unit G0264 381 N. Sultana Ave. Make: John Deere Model: 6135HFG84A Estimated Commencement Date September 2025	2,310. -	1,638. -	410.-	5,830. -

BID SCHEDULE NO. 3 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
May 1ST 2025- April 30th 2027
Page 2

		2 Year Contract Total Cost			
	Totals per Service	12,174. -	13,924. -	3,280. -	46,640. -
	Total for Two Year Contract	76,018. -			

BID SCHEDULE NO. 4 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
May 1ST 2027- April 30th 2028
Page 1

		1 Year Contract Total Cost			
No.	Site Name, Location, Make and Model	One (1) Annual Services	One (1) Load Tests	One (1) Transfer Switch Services	Eleven (11) Monthly Services
	Creekside Pop – Unit G0258 3151 E. Riverside Dr. # B Make: Kohler Model: 60REOZK	502.-	869.-	205.-	2,915. -
	Well Site 43 – Unit G0259 3650 E. Airport Dr. Make: Caterpillar Model: CAT-C27	1,336. -	1,303. -	205.-	2,915. -
	Well Site 39 – Unit G0260 4327 E. Guasti Rd. Make: Caterpillar Model: D60-4LC	502.-	869.-	205.-	2,915. -
	Portable Trailer-Unit 0257 1440 S. Cucamonga Make: Generac Model: MDG175	663.-	869.-	205.-	2,915. -
	Bon View Pop – Unit G0261 1333 S. Bon View Ave. Make: Kohler Model: 60REOZK Estimated Commencement Date January 2026	502.-	869.-	205.-	2,915. -
	Antnony Munoz Pop Unit G0262 1221 W. Fifth St. Make: Kohler Model: 60REOZK Estimated Commencement Date January 2026	502.-	869.-	205.-	2,915. -
	Fire Station 3 – Unit G0263 1420 E. Francis Ave. Make: John Deere Model: 6135HFG84A Estimated Commencement Date June 2026	1,225. -	869.-	205.-	2,915. -
	Fire Station 1 – Unit G0264 381 N. Sultana Ave. Make: John Deere Model: 6135HFG84A Estimated Commencement Date September 2025	1,225. -	869.-	205.-	2,915. -

BID SCHEDULE NO. 4 - GENERATOR MAINTENANCE SERVICES
Additional Generators Project No. FS 2223-1
May 1ST 2027- April 30th 2028
Page 2

		1 Year Contract Total Cost			
	Totals per Service	6,457. -	7,386. -	1,640. -	23,320. -
	Total for One Year Contract	38,803. -			

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Peter Pallesen Department: Prepared By: Peter Pallesen Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Reviewed By: Charity Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CONSULTING SERVICES RELATED TO ENVIRONMENTAL, ARCHITECTURE AND URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute three-year On-Call Professional Services Agreements with six firms specializing in providing consulting services related to environmental, architecture and urban design, and landscape architecture services; and authorize the City Manager, or designee, to extend the agreements for up to two additional one-year periods. In no event shall the proposed agreements with each firm, exceed $500,000 over a three-year period.

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

FISCAL IMPACT: The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for these services. If approved, appropriations will be included in future year's budgets to City Council consistent with the budget adoption process. In no event shall the proposed agreements with each firm, exceed $500,000 over a three-year period.

BACKGROUND & ANALYSIS: The City's Five-Year Capital Improvement Project budget includes numerous new development and redevelopment of existing properties, including historic properties specifically in Downtown Ontario. Staff has identified a need to contract with multiple firms to provide on-call consulting services. These services include, but are not limited to, environmental services, architectural and urban design services, and landscape architecture design services.

On October 8, 2024, the City solicited statements of qualifications for professional environmental, architectural and urban design, and landscape design services. The City received thirty-one responses and a panel of City Staff reviewed each of the proposals to determine a pre-qualified list

of six firms. The firms selected were deemed to be the most qualified in their respective categories based on their broad range of expertise demonstrated by their services provided to municipal agencies and capability to perform the work in a timely manner.

Staff is recommending on-call contracts with the six firms. Contracting with numerous firms will ensure a cost-effective option and that sufficient resources are always available for projects and task orders as they arise. In addition, Staff is recommending that all contracts be executed between the firms, the City, and the Ontario Housing Authority, so that any City department can make use of these services for their respective projects. The execution of these agreements do not guarantee any payment or assignment to any firm. The pre-selection of firms on the basis of qualification permits the assignment of tasks on the basis of best value, on the basis of specialized expertise, and/or availability. Funds shall only be encumbered for each consultant when the City has an assigned project for said consultant, at which time a purchase order for said project will be opened and the dollar amount will be based on the consultant's proposal for the services to be rendered. List of firms, their locations, and services are listed below:

COMPANY	LOCATION	SERVICES
Kimley-Horn and Associates, Inc.	Riverside, CA	Environmental and Landscape Architecture
Moore Lacofano Goltsman, Inc. (MIG)	Los Angeles, CA	Environmental and Landscape Architecture
PlaceWorks, Inc.	Santa Ana, CA	Environmental, Urban Planning & Architecture, and Landscape Architecture.
Psomas, Inc.	Riverside, CA	Environmental
Ruth Villalobos & Associates, Inc.	Ontario, CA	Environmental
T&B Planning, Inc.	Irvine, CA	Environmental

CITY OF ONTARIO
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PAUL S. LEON
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JIM W. BOWMAN
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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 **Kimley-Horn and Associates, Incorporated,** a **"C" Corporation** with its principal place of business at **3801 University Avenue, Suite 300, Riverside, CA 92501** ("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 **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture service ("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 environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 30, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an

account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: : Kevin Thomas, CEP, Vice President, Project Manager and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby Charity Hernandez, Real Estate Administrative Director, 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 Kevin Thomas, CEP, Vice President, Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities

related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance. [***CITY RISK MANAGEMENT TO REVIEW PRIOR TO EACH USE***]

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:	Kimley-Horn and Associates, Inc. 3801 University Avenue, Suite 300 Riverside, CA 92501 ATTN: Kevin Thomas, CEP, Project Manager
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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 KIMLEY-HORN AND ASSOCIATES, 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

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

See Attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.

- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. **ARCHITECTURAL /URBAN DESIGN SERVICES**

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting

- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.
- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.

- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Support Staff	$100 - $165
Technical Support	$110 - $190
Senior Technical Support	$135 - $315
Analyst I	$150 - $190
Analyst II	$195 - $245
Professional	$245 - $275
Senior Professional I	$290 - $355
Senior Professional II	$380 - $440

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
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 **Moore Iacofano Goltsman, Inc. (MIG, Inc.),** a **Corporation** with its principal place of business at **360 East Second Street, #675, Los Angeles, CA 90012** ("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 **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 30, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an

account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Evan Mather, FASLA, PLA, SITES AP, Principal/Landscape Architect and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby designates Charity Hernandez, Real Estate Administrative Director, 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 Evan Mather, FASLA, PLA, SITES AP, Principal/Landscape Architect, 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:	Moore Iacofano Goltsman, Inc. (MIG, Inc.) 360 East Second Street, #675 Los Angeles, CA 90012 ATTN: Evan Mather, FASLA, PLA, SITES AP, Principal/Landscape Architect.
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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 MOORE LACOFANO GOLTSMAN, 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

MOORE LACOFANO GOLTSMAN, 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

See attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.
- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. ARCHITECTURAL /URBAN DESIGN SERVICES

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting
- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.
- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached.

BILLING RATES – 2025

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1 1/2% per month. MIG Inc., labor includes all overhead.

Rates subject to increase effective January 1 of each year.

STAFF BILLING RATES

CATEGORY	$/HR
Senior Principal/CEO	300-350
Principal	235-275
Director/Senior Project Manager III	210-255
Senior Project Manager I-II	185-205
Project Manager	155-170
Snr. Biologist/Ecologist/Analyst III	210-230
Snr. Biologist/Ecologist/Analyst I-II	185-205
Biologist/Ecologist/Analyst I-IV	115-170
Field Crew	105
Senior CAD/GIS/Graphic Analyst	140-170
CAD/GIS/Graphic Analyst	115-135
Administrative Support	115

CATEGORY	$/HR
Senior Archaeologist/Historian	190-205
Archaeologist/Historian	115-170
Senior Landscape Architect	190-205
Landscape Architect	155-170
Landscape Designer	125-135
Senior Planner	190-205
Planner	115-165
ADA Specialist	140-160
Snr. Facilitator/Engagement Specialist	160-190
Facilitator/Engagement Specialist	115-155
Digital Engagement/Web Design	150-195
Graphic Designer/Visualization	115-170

EXPENSES

CATEGORY	Basis
Commercial travel	Cost + 10%
Automobile travel	Current IRS rate
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	$0.10/image
Color copies	$0.50/image
Commercial report reproduction	Cost + 10%
Noise meter setup	$50/unit/day
Bat acoustic detector	$50/unit/night
Wildlife remote cameras	$50/unit/day
Small mammal traps	$60/day/site
Subcontractors	Cost + 10%
Other (lab, materials, equipment rental, etc.)	Cost + 10%

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 **Placeworks** a **California Corporation**, with its principal place of business at **3 MacArthur Place, Suite 1100, Santa Ana, CA 92707** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 30, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an

account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Colin Drukker, Principal and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby Charity Hernandez, Real Estate Administrative Director, 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 Colin Drukker, Principal, 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:	Placeworks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707***] ATTN: Colin Drukker, Principal
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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 PLACEWORKS, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

PLACEWORKS, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

EXHIBIT "A"
SCOPE OF SERVICES

See attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.
- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. ARCHITECTURAL /URBAN DESIGN SERVICES

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting
- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.
- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached.

PLACEWORKS

PlaceWorks – 2025 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	$210–$345
Associate Principal	$195–$285
Senior Associate II	$170–$270
Senior Associate I	$160–$235
Associate II	$135–$200
Associate I	$125–$185
Project Planner	$105–$175
Planner	$90–$155
Graphics Specialist	$90–$165
Administrator	$135–$245
Clerical/Word Processing/Technical Editor	$45–$170
Intern	$80–$125

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible Yearly Increase of 5% on bill rates.

2025_StdFeeSch_01_16_2025

CITY OF ONTARIO
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 **Psomas** a **California Corporation**, with its principal place of business at **1650 Spruce Street, Suite 400, Riverside, CA 92507** ("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 **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture 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 on-call environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 30, 2028 unless earlier terminated as provided herein, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.2.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an

account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Charles Holcombe III, MBA, Regional Environmental Lead/ Project Manager and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby designates Charity Hernandez, Real Estate Administrative Director, 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 Charles Holcombe III, MBA, Regional Environmental Lead/ Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities

related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance

policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.5 Termination of Agreement.

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

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, 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:	Psomas 1650 Spruce Street, Suite 400 Riverside, CA 92507 ATTN: Charles Holcombe III, MBA
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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 PSOMAS

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

PSOMAS

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

See attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.
- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. ARCHITECTURAL /URBAN DESIGN SERVICES

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting
- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.
- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached.

FEE SCHEDULE
Environmental Services
(Effective through 12/31/2028)

Classification	Hourly Billing Rates
Principal-in-Charge/QA-QC Manager	$265–$300
Senior Project Manager, Environmental	$255-285
Senior Air Quality, Climate Change and Noise Specialist	$235
Regulatory Permitting Manager	$240
Senior Environmental Planner	$210
Senior Restoration Ecologist	$190–$210
Senior Project Manager/Biological Resources Manager	$195–$255
Senior Archaeologist/Paleontologist/Cultural Resources Manager	$225
Project Manager III[1]	$205
Project Manager II[1]	$185
Project Manager I[1]	$170
Assistant Project Manager, Environmental	$155
Environmental Planner III	$145
Environmental Planner II	$140
Environmental Planner I	$135
Regulatory Permitting Specialist	$160–$200
Senior Field Technician[2]	$145–$200
Certified Arborist	$145–$188
Senior Biologist/Senior Ecologist	$165–$185
Air Quality, Climate Change, and Noise Specialist	$195
Environmental Analyst	$125
Biologist	$125–$155
Archaeologist/Paleontologist	$95–$120
Field Technician[2]	$100–$135
Support Services Manager	$155
Senior GIS Analyst	$145
GIS Analyst	$135
GIS Specialist	$125
Technical Writer/Editor	$110
Senior Word Processor	$155
Word Processor	$140
Project Assistant/Administrative Assistant	$130-145

Reimbursable Costs	
Mileage	Federal Standard Mileage Rate
Reprographics (Outside)	at cost plus 10%
Reprographics (Inside)	Request Printing fee sheet
Other Out-of-pocket Expenses	at cost plus 10%
Subconsultants	at cost plus 10%
Color Bond	$1.50 per sq ft
Color Photo Gloss	$2.50 per sq ft
Aerial Maps: Fewer than 500 acres	$200
Aerial Maps: 500–1,500 acres	$350
Aerial Maps: Greater than 1,500 acres	$500

1 Environmental Planning, Biological Resources and Cultural Resources

2 Air Quality/Climate Change/Noise Analysis, Biological Resources, and Cultural Resources

CITY OF ONTARIO STANDARD FEE SCHEDULE

2025

(Fees will increase by 3% in each of the following years)

Professional Services (Engineers, Geologists, Environmental Scientists)

Assistant	$ 168.00/hr.
Staff	$ 185.00/hr.
Senior Staff	$ 218.00/hr.
Project	$ 234.00/hr.
Senior Project	$ 255.00/hr.
Associate	$ 269.00/hr.
Senior Associate	$ 290.00/hr.
Principal	$ 311.00/hr.
President/Senior Principal (Review and Consultation)	$ 318.00/hr.
Fault Hazard/Ground Motion Specialist	$ 284.00/hr.
Senior Fault Hazard/Ground Motion Specialist	$ 318.00/hr.
In-house Legal Advisor	$ 275.00/hr.

Forensic Services (Engineers, Geologists, Environmental Scientists)

Senior Project/ Project (Review, Analysis, Consultation)	$ 375.00/hr.
Senior Project/ Project (Depositions, Hearings, Mediation and Trials; in 4-Hour Increments)	$ 450.00/hr.
Senior Associate/Associate (Review, Analysis, Consultation)	$ 450.00/hr.
Senior Associate/Associate (Depositions, Hearings, Mediation and Trials; in 4-Hour Increments)	$ 500.00/hr.
Senior Principal/Principal (Review, Analysis, Consultation)	$ 525.00/hr.
Senior Principal/Principal (Depositions, Hearings, Mediation and Trials; in 4-Hour Increments)	$ 600.00/hr.

Technical Services

Engineering Technician	$ 131.00/hr.
Associate Engineering Technician	$ 140.00/hr.
Senior Engineering Technician	$ 151.00/hr.
Supervising Engineering Technician	$ 190.00/hr.
Field Technician (Prevailing Wage Projects)	$ 180.00/hr.
Laboratory Technician	$ 144.00/hr.
Senior Laboratory Technician	$ 164.00/hr.
Laboratory Manager	$ 196.00/hr.
Draftsperson	$ 164.00/hr.

Support Services/Reimbursables

Outside Consultants (Corresponding to in-house levels)	In-House Rate
Drilling/Backhoe/Dozer/CPT/Equipment Rental	Cost + 20%
Client Requested Accounting	$ 100.00/hr.
Word Processing, Technical Editing, Project Administration	$ 95.00/hr.
Field Services Communications Charges	1% of Invoice
Laboratory Tests	See attached rates
Company Owned Equipment Usage	See attached rates
Fuel & Mileage Surcharge	$15/day
Copy Rate	$ 0.35/sheet
Postage and Shipping	Cost + 20%
PDF File Transmittal	$ 30.00/file
CD/Flash Drive File Transmittal	$ 35.00/file

NOTE: Travel time to field job sites is charged on a portal to portal basis at the appropriate hourly rate. Overtime for non-registered professionals and technicians is $80.00 over the hourly rate. A minimum of two hours will be charged for all personnel for each field visit.

BILLING RATES FOR URBAN CROSSROADS, INC.

Position	Hourly Rates
Principal	$305-393
Senior Associate	$242-317
Associate	$210-267
Senior Analyst/Engineer	$172-216
Analyst/Engineer	$134-191
Assistant Analyst	$121-178
Administrative Support	$115-160

General

(1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.

(2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.

(3) Monthly billing statements are due within thirty (30) days of receipt.

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 **Ruth Villalobos & Associates, Inc. (RVA)** a California Corporation, with its principal place of business at **3602 Inland Empire Blvd, Suite C310, Ontario, CA 91764** ("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 **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 20, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Ruth Villalobos, President and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby designates Charity Hernandez, Real Estate Administrative Director, 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 Ruth Villalobos, President, 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 satis0factory 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:	Ruth Villalobos & Associates, Inc. 3602 Inland Empire Blvd, Suite C310 Ontario, CA 91764 ATTN: Ruth Villalobos, President
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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 RUTH VILLALOBOS & ASSOCIATES, 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

RUTH VILLALOBOS & ASSOCIATES, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

EXHIBIT "A"
SCOPE OF SERVICES

See attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.
- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. ARCHITECTURAL /URBAN DESIGN SERVICES

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting
- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.
- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached.

2025 Labor Rates

Title	Rate
Principal-in-Charge	$ 249.00
QA/QC Manager	$ 230.00
Technical Specialist Manager	$ 236.00
Project Manager	$ 222.00
Senior Environmental Planner	$ 201.00
Environmental Planner	$ 189.00
Senior Biologist/Wildlife Biologist	$ 169.00
Biologist/Wildlife Biologist	$ 158.00
Senior Regulatory Permitting Specialist	$ 166.00
Regulatory Permitting Specialist	$ 155.00
Senior Public Participation/Outreach Specialist	$ 201.00
Public Participation/Outreach Specialist	$ 189.00
Technical Writer/Editor	$ 166.00
Intern	$ 96.00
GIS/Mapping	$ 156.00
Graphic Artist	$ 131.00
Administrator/Word Processor	$ 111.00

OTHER DIRECT COSTS:

Mileage: $0.70 per mile (Mileage may change whenever the IRS rate is adjusted.)

Reproduction cost will be estimated at $0.17 per black/white (8.5x11.0 size) sheet and $1.28 per colored (8.5x11.0 size) sheet. Larger size sheets will be an additional 17% per sheet.

Any related work requested but not listed in the schedule of fees shall be negotiated by the City of Ontario and RVA.

City of Ontario Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying.

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 **T&B Planning, Inc.**, a **California "S" Corporation**, with its principal place of business at **3200 El Camino Real, Suite 100, Irvine, CA 92602** ("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 **on-call environmental, architecture and urban design, and landscape architecture** 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 on-call environmental, architecture and urban design, and landscape architecture 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 on-call environmental, architecture and urban design, and landscape architecture 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 July 1, 2025 to June 30, 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. 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 five-hundred thousand dollars ($500,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

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

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Tracy Zinn, AICP, President / CEO and Charity Hernandez, Real Estate Administrative Director.

3.3.5 City's Representative. The City hereby designates Charity Hernandez, Real Estate Administrative Director, 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 Tracy Zinn, AICP, President / CEO, 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:	T&B Planning, Inc. 3200 El Camino Real, Suite 100 Irvine, CA 92602 ATTN: Tracy Zinn, AICP, President / CEO
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Charity Hernandez, Real Estate Administrative Director

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
T&B PLANNING, 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

T&B PLANNING, 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

See attached.

Consultant must be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhausting and may include other services as directed or requested by City staff. The actual scope of services will be determined on a project-by-project basis.

1. ENVIRONMENTAL SERVICES

The required scope of work shall include but may not be limited to:

A. Conduct preliminary review of development projects for CEQA purposes.

B. Prepare CEQA documents for the City's Community Development Agency (Planning, Engineering, Community Improvement and Building Divisions), including, but not limited to:

- Initial Studies with all applicable technical reports to support an adequate CEQA determination
- Negative Declaration
- Mitigated Negative Declaration
- Associated Mitigation Monitoring and Reporting Plan (MMRP), if applicable
- Environmental exemptions
- Addendums to previously approved and certified environmental analysis
- Environmental Impact Reports
- All notices required per CEQA such as Notices of Intent/Preparation/Determination

C. Provide peer review of CEQA documents prepared by project applicants.

D. Conduct and/or support CEQA review for the following potential projects:

- Large and small-scale development entitlement and legislative applications such as Specific Plans, Planned Unit Developments, Development Plans, Tentative Tract/Parcel Map, Conditional Use Permits, and Development Code amendments.
- Potential updates/amendments to the General Plan.
- Potential updates/amendments to Specific Plans.
- Potential updates to the Zoning Ordinance.

E. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

2. ARCHITECTURAL /URBAN DESIGN SERVICES

Qualified architectural firms licensed to practice architecture in the State of California, and urban planning firms that are is able to effectively provide the required professional services.

A. The architectural and/or planning firm with licensed architecture professionals shall have significant experience in design and construction consulting within the last five years in the State of California.

Architectural and/or planning firm and staff shall have experience with building conservation, historic preservation, sustainability, and high-profile public space planning and architectural design.

B. The Licensed Architect or Urban Planner shall be expected to conduct reviews to ensure high quality architecture and urban design professionals based on the design guidelines of the City. Review typically includes subjects such as have knowledge of the following:

- Understand the City's entitlement processes, including but not limited to, architectural review, planning approval, building & safety, engineering and construction
- Preparation or management of Specific Plan and Planned Unit Development documents
- Compliance with required findings
- Site Development Planning
- Seismic Retrofitting
- Urban Design Principals (Mixed-use, sustainability, human scale, place making/active spaces, complete neighborhoods and connectivity)
- Building Design
- Context and compatibility
- Authenticity and consistency in architectural styles
- Private and public spaces
- Off-site and on-site amenities

3. **LANDSACPE ARCHITECTURE DESIGN SERVICES**

The consultant may provide services to the City including, but not limited to, the following:

- Review residential, commercial and industrial landscape plans for compliance with conditions of approval, consistency with the Development Code and/or Specific Plan(s) for approved Development Plans, Tentative Tract/Parcel Maps and Grading Plans.

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Prepare site improvement plans including but not limited to landscaping, irrigation, grading, planting, lighting/electrical plans, including design details, cost estimates, working drawings, construction documents, specifications, and bid documents, as needed, for new infrastructure, upgrades to existing infrastructure, or general aesthetic improvements for the City.
- Prepare conceptual drawings, plans and renderings as may be requested by the City for projects being contemplated or for visioning sessions with the community.
- Provide maps and mapping services as requested.
- Review Landscape Improvement Plans for compliance with the City of Ontario Improvement Standards, master plans, and general plan.
- Review, redline and/or approve Landscape Irrigation Details and Specifications.
- Landscape Planting Details and Specifications.

EXHIBIT "B"
SCHEDULE OF SERVICES

To be determined based on specific project needs. Assignment of projects and task orders are not guaranteed. Consultant agrees to provide City with written proposals for all prospective projects and task orders with estimated timelines for delivery of services.

EXHIBIT "C"
COMPENSATION

See attached.

T&B Planning, Inc. Cost File

Labor Fees

If T&B Planning, Inc. is authorized to provide services on a Time and Materials basis, we will invoice for such work in accordance with the hourly rates provided below. For multi-year contracts, rates are subject to annual escalation not to exceed the annual U.S. rate of inflation or no more than 8%. Change orders are subject to annual billing rate increases and staff promotions to positions with different billing rates.

Job Title	Rate	Unit
Principal	$245.00 - $280.00	Per Hour
Director	$205.00 - $245.00	Per Hour
Senior Associate/Technical Specialist	$195.00 - $235.00	Per Hour
Senior Project Manager/Development Manager	$175.00 - $205.00	Per Hour
Graphics Manager/GIS Specialist	$175.00 - $195.00	Per Hour
Project Manager	$165.00 - $185.00	Per Hour
Senior Planner	$135.00 - $165.00	Per Hour
Assistant Project Manager	$130.00 - $155.00	Per Hour
Project Coordinator	$110.00 - $140.00	Per Hour
Accounting Manager	$110.00 - $140.00	Per Hour
Technician-Graphics & GIS	$95.00 - $140.00	Per Hour
Development Associate/Environmental Analyst/Planner	$95.00 - $140.00	Per Hour
Technical Editor	$95.00 - $125.00	Per Hour
Office Manager/Executive Assistant	$90.00 - $115.00	Per Hour
Administrative Assistant	$70.00 - $85.00	Per Hour

Billing for any services that are sub-contracted will be billed at our actual cost for city initiated projects and our actual cost plus 5% administrative handling for project proponent initiated projects.)

Expert testimony and litigation support services will be billed at double the above rates. Overtime and expedite services at Client request will be billed at 1.5 times the above rates.

Reimbursable Costs

T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, printing and reproduction, scanning, plotting, GIS data acquisition fees, aerial photography, project set up fees and insurance certificate issuance, postage, and delivery services). Provided below are the 2025 costs of typical incurred expenses, which are subject to adjustment if our vendors adjust costs beyond the control of T&B Planning.

Description	Rate	Unit
Project Initiation/Insurance Certificate Fee	$500.00	Each
Aerial Photographs	$265.00	Each
Black/White 8.5 x 11 Copy/Print	$0.12	Per Page
Black/White 11 x 17 Copy/Print	$0.24	Per Page
Color 8.5 x 11 Copy/Print	$1.20	Per Page
Color 11 x 17 Copy/Print	$1.45	Per Page
11 X 17 Folding	$0.30	Per Page
Photo Grade Color Prints	$7.20	Per Sq. Ft.
Description	**Rate**	**Unit**
Color Bond Plot	$12.00	Per Sq. Ft.
Plan Folding	$0.48	Per Sq. Ft.
USB	$17.00	Each
CD w/Sleave and Label	$26.00	Each
DVD s/Sleave and Label	$36.00	Each
Three-Ring Binder (2" to 4")	$14.00 - $30.00	Each
Custom Binding Materials	At Cost	
Mileage	Current IRS Rate	
Parking, Toll Road, Lodging Fees	At Cost	
U.S Mail	Current U.S. Postal Rate at Cost	
Certified Mail	At Cost based on Size and Weight	
Overnight Deliveries	Current Carrier Rate at Cost	
Same-Day Deliveries	Current Messenger Service Rate a Cost	

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **APPROVAL OF GOODS AND SERVICES AGREEMENT FOR MERIDIAN BARRIERS FROM MERIDIAN RAPID DEFENSE GROUP**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute all documents necessary for the purchase of meridian barriers in the amount of $600,000 from Meridian Rapid Defense Group of Pasadena, California.

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: The City was awarded a Riverside Urban Area Security Initiative grant of $600,000 for Fiscal Year 2021-22 (with a grant award ending date of July 31, 2025) to purchase road barriers. There is no requirement for matching funds from the City for this reimbursable grant. If approved, additional appropriations will be included in the Grants Fund at a future quarterly budget update to City Council for approval as needed.

BACKGROUND & ANALYSIS: The Ontario Police Department recognizes the necessity of acquiring mobile meridian barriers to support road closures and enhance security during various City events. This investment is aimed at improving the safety of both the public and law enforcement personnel. Meridian Rapid Defense Group will supply the Archer 1200 Barriers, which are known for their ease of deployment using the Archer Field Tow Bar and/or Archer Hauler.

In May 2025, the City issued a Request for Proposals (RFP #1920), seeking qualified vendors for the provision of Mobile Anti-Vehicle Barriers. Of the two responsive vendors, Meridian Rapid Defense Group was selected for meeting the established criteria outlined in the RFP.

Funding for this project is provided through the FY 2022 Riverside Urban Area Security Initiative (RUASI) Grant Program, which supports regional preparedness in high-threat, high-density urban areas. The UASI program is designed to enhance multi-jurisdictional coordination, address specific planning and operational needs, and build the capability to prevent, protect against, respond to, and recover from terrorism and weapons of mass destruction incidents.

RUASI encompasses the cities of Riverside, San Bernardino, and Ontario, along with the counties of Riverside and San Bernardino. Project proposals are evaluated and recommended by the RUASI Steering Group and local Approval Authority, consisting of representatives from the participating jurisdictions. Project selection is based on alignment with UASI program goals, including a strong emphasis on regional collaboration.

On November 7, 2023, the City Council approved the acceptance of $600,000 in grant funding under the FY 2022 RUASI program to support this acquisition.

While there is no long-term obligation to continue participation in these grant programs beyond the operational life of the equipment, City staff will coordinate with the City of Riverside Office of Emergency Services (the designated RUASI Administrative Entity) and the Department of Homeland Security to ensure proper demobilization and surplus of the equipment at the program's conclusion.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and Meridian Rapid Defense a Corporation with its principal place of business at 177 E Colorado Blvd Pasadena CA **91105** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the anti-vehicle road barriers services ("Services") which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from July 1, 2025 to June 30,2026 unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Six hundred thousand dollars ($600,000) 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 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

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

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

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

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

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

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

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

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

4.10.7 Water Quality.

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

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates Scott Ochoa, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

6. INSURANCE.

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

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

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability $2,000,000* 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 $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

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

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

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

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

Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 6.3.2.

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

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

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

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

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

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

7. INDEMNIFICATION.

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

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

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

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary

precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

10. ACCOUNTING RECORDS.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

12. GENERAL PROVISIONS.

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

Vendor:

Meridian Rapid Defense Group
177 E Colorado Blvd Suite 200
Pasadena, CA 91105
Attn: Perrin Lee

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Scott Ochoa, City Manager

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

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

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

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

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

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MERIDIAN RAPID DEFENSE GROUP

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

Meridian Rapid Defense

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

MERIDIAN RAPID DEFENSE GROUP

GSA Contract #47QSWA19D001F

Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-10718

06/06/2025

Bill To
Ontario Police Department
2500 S Archibald Ave
Ontario CA 91761
United States

Ship To
Ontario Police Department
2500 S Archibald Ave
Ontario CA 91761
United States

Date	Expires	Shipping Method	Sales Rep
06/06/2025	09/05/2025	Freight Out	Perrin S Lee

Item		Price Level	Quantity	Rate	Amount
T1000	Meridian 8-Barrier Drop Deck Trailer - 1000	GSA	3	34,247.85	$102,743.55
RG	Archer Rapid Gate Kit	GSA	4	12,540.18	$50,160.72
ACP003ADA	3 Channel ADA Cable Protector	GSA	46	574.18	$26,412.28
AACN4F022	Archer Arrestor Cable - 4 ft.	GSA	46	574.18	$26,412.28
AFTB001	Archer Field Tow Bar	GSA	6	574.18	$3,445.08
AMHA003-2	Archer Manual Hauler 2.0	GSA	3	1,925.18	$5,775.54
AB1200	Archer 1200 Mobile Barrier	GSA	48	6,513.75	$312,660.00
AGP001	Graphics Package	GSA	48	56.94	$2,733.12
MCTR002	Certified Training	GSA	1	3,855.18	$3,855.18
F	Freight Charges		1	19,397.27	$19,397.27

Subtotal	$553,595.02
Tax (8.75%)	$46,404.98
Total	$600,000.00

Notes:

Payment Terms:
Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.

Wire Transfer Instructions:
Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

CITY OF ONTARIO *Agenda Report* **July 1, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE ONTARIO POLICE DEPARTMENT BUILDING SECURITY PROJECT**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 6 to the Maintenance Services Agreement with Convergint Technologies, LLC, of La Palma, California, increasing the authorized contract amount for the Ontario Police Department building security project for a total not-to-exceed amount of $4,390,136.

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

FISCAL IMPACT: The recommended Amendment No. 6 increases the authorized contract by $23,886 for a total not-to-exceed contract amount of $4,390,136. If approved, additional appropriations will be included in the Treasury Asset Seizure Fund in a future quarterly budget update to City Council for approval as needed for the building security project.

BACKGROUND & ANALYSIS: On May 6, 2025, the City Council approved Amendment No. 5 to the Maintenance Services Agreement with Convergint Technologies, LLC. The City's Communications Infrastructure Planning and Design Standards, established by the Information Technology Agency, promotes consistent and standardized technology infrastructure across all City facilities, including security cameras and access control systems used at the Ontario Police Department. Convergint Technologies, LLC has been the designated provider for access control systems citywide due to the reliability and consistency of their standardized approach. The proposed Amendment No. 6 provides funding for the installation of additional card readers at the Ontario Police Department as part of an ongoing effort to enhance building security and operational functionality. The scope of work includes installing field devices, door hardware, cabling, and an owner-furnished access control panel. These upgrades are essential to support expanded facility access and to improve overall safety and security. Staff recommends approval of Amendment No. 6 to the Maintenance Services Agreement with Convergint Technologies, LLC to continue the City's commitment to standardized infrastructure and the enhancement of security systems across City facilities.

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
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 6 TO THE THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONVERGINT TECHNOLOGIES LLC

1. Parties and Date.

This **Amendment No. 6** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Convergint Technologies LLC**, a Limited Liability Company (" 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 **"Maintenance Services Agreement"** dated **April 12, 2023** ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to add additional compensation for the purchase of additional equipment and increase the not to exceed total. The parties have heretofore entered Amendment No. 1 dated November 7, 2023, and Amendment No. 2 dated January 16, 2024, Amendment No. 3 dated January 21, 2025, Amendment No. 4 dated January 21, 2025, and Amendment No. 5 dated May 6, 2025.

2.3 Amendment Authority. This **Amendment No. 6** is authorized pursuant to **Section 3.7.19.** of the Agreement.

3. Terms.

3.1 Amendment.

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

> **3.2.1 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth within Exhibit "C". The total compensation for all City contracted work shall not exceed **Four Million Three Hundred Ninety Thousand One Hundred Thirty Six Thousand Dollars ($4,390,136.00)** without written approval of the City Council or City Manager. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.1.2 Amendment. **Exhibit "A" – Scope of Services** is hereby amended to add Exhibit "A-1", which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this **Amendment No. 6.** all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this **Amendment No. 6.** From and after the date of this **Amendment No. 6**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this **Amendment No. 6**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **Amendment No. 6.**

3.4 Severability. If any portion of this **Amendment No. 6** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 6 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
CONVERGINT TECHNOLOGIES LLC

IN WITNESS WHEREOF, the Parties have entered into this **Amendment No. 6** as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CONVERGINT TECHNOLOGIES LLC

If corporation, two signatures, president or vice president and secretary or treasurer required

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT A-1
SCOPE OF SERVICES

convergint

20 Centerpointe Drive #120, La Palma, California 90623
Phone Mobile (213) 425-4855
mario.herrera@convergint.com

May 20, 2025

City of Ontario	Quotation:	MH13816038P
Police Department	RFP#:	
2500 S Archibald Ave Ontario, California 91761	License/Cert	C-10
Attention: Alberto Munoz		986407

Reference: **City of Ontario Police Dept Card Reader Additions**

Scope of Work

Convergint Technologies' scope of work includes furnishing, installing, programming, and commissioning the material listed in the attached bill of material (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal. This proposal complies with prevailing wage labor requirements.

The scope of work includes the addition of three new card readers for the Ontario Police Department. The project will include the installation of field devices, door hardware, cabling, and an owner-furnished access control panel. Convergint will provide installation staff, project specialists, and project management to oversee implementation.

Access Control

- **North Pedestrian Gate**
  - Provide and install (1) card reader, door contact, electrified door hardware w/ rex switch, armored door loop, and underground rated composite cable
  - Provide and install surface mount conduit and junction boxes for cabling to field devices
  - Convergint will utilize underground vault for cabling to the new pedestrian gate door
  - Convergint will provide trench and install underground PVC conduit for cabling from the underground vault to the pedestrian gate door
  - Terminate the new card reader to a spare reader port on the existing HID V100 controller located in the electrical room

- **South Pedestrian Gate**
  - Provide and install (2) card readers (ingress/egress), door contact, electrified door hardware w/ rex switch, armored door loop, and composite cable
  - Provide and install surface mount conduit and junction boxes for cabling to field devices
  - Install (1) owner-furnished LSP unified access control panel in the MDF room and terminate the new card reader on the owner-furnished controller

EXHIBIT A
SCOPE OF SERVICES

convergint

- **North Perimeter Ramp Double Doors**
  - Provide and install (1) card reader, door contact, electrified door hardware w/ rex switches, armored door loops, and composite cable
  - Provide and install surface mount conduit and junction boxes for cabling to field devices
  - Terminate the new card reader on the new owner-furnished LSP unified access control panel in the MDF room

Exclusions
Electrical circuits, fire-rated plywood, network switches, servers, workstations, patch panels, network drops, fire alarm connections, patch and paint, trenching, permits.

Warranty
Convergint will provide a one-year labor warranty and a one-year material warranty on equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and material basis.

EXHIBIT C
COMPENSATION

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	ACCESS CONTROL				
2	3.00	20KTKS-00-000000	SIGNO 20K,BLK/SLVR,TERM,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EACH,4-B MSG,NOPAR,LEN:13,FC:0,EM:32-B,LED:RED,FLSH:GRN,BZR,KBD:RED,BZR,VIS:ON,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 504.78	$ 1,514.34
3	1.00	40KNKS-00-000000	SIGNO 40K,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EACH,4-B MSG,NOPAR,LEN:13,FC:0,EM:32-B,LED:RED,FLSH:GRN,BZR,KBD:RED,BZR,VIS:ON,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 504.78	$ 504.78
4	4.00	ADV-RDR-E-1Y	Genetec Advantage for 1 Synergis™ Enterprise Reader 1 year	$ 17.33	$ 69.32
5	2.00	GI-18012WGW	3/4 REC STL DR LEAD 3/4 WHT	$ 9.18	$ 18.36
6	2.00	4405-A	SURFACE MOUNT/WIDE GAP/3'ARMORED CABLE/DPDT	$ 75.30	$ 150.60
7	1.00	CORML20906 LL 626 SAF M92 LC	Electrified Mortise Lock Body Only, Field Selectable - Fail Safe (SAF) and Fail Secure (SEC), with (REX) Request to Exit Switch, Includes ANSI Strike Plate and Armored Front, No Trim, Handing is Field Reversible, Grade 1, 626/US26D Satin Chrome	$ 1,152.60	$ 1,152.60
8	1.00	CORML2054 LL 626 LC	Multi-Function Entry/Office with Auxiliary Latch Mortise Lock Body, Includes ANSI Strike Plate and Armored Front, Field Reversible Handing, No Trim, Grade 1, 626/US26D Satin Chrome	$ 792.03	$ 792.03

Line	Qty	Part	Description	Unit Price	Extended Price
9	1.00	1500C-630	1500 SERIES ELECTRIC STRIKE FOR LATCHBOLT LOCKS	$ 563.35	$ 563.35
10	1.00	CMAMLRK1-VD	UL Motorized Latch Pullback Kit with Built-in REX for Von Duprin 33/35 - 98/99	$ 488.00	$ 488.00
11	1.00	CMAVDREXKIT-ED	Field Installed REX Switch Kit Von Duprin 98/99 & 33/35 Series Exits	$ 78.40	$ 78.40
12	3.00	K-DLA	18IN ARMRD DR LP 1/4IN CON AL 18 INCH ARMORED DOOR LOOP	$ 44.38	$ 133.14
13	1.50	4461030-500	4 Element Composite Cable Plenum Ylw Jkt - 500'	$ 665.83	$ 998.74
14	1.00	MISC-HW	Miscellaneous Hardware	$ 583.33	$ 583.33

Labor Breakdown

Line	Hours	Description	Hourly Price	Extended Price
1	8.00	Project Manager	$ 180.00	$ 1,440.00
2	4.00	Software Specialist	$ 175.00	$ 700.00
3	80.00	Hardware Specialist	$ 165.00	$ 13,200.00
4	0.00	CAD Documentation	$ 129.51	$ 0.00
5	2.00	Engineering & Design	$ 150.00	$ 300.00

Equipment Total	$ 7,046.99
Total Labor	$ 15,640.00
Other Costs	$ 0.00
Freight/Warranty	$ 582.40
Tax if applicable	$ 616.61
Total Project Price	**$ 23,886.00**