CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MAY 6, 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 5:30 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 (e)(5), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION:
One (1) case; Significant exposure to litigation; a copy of the documented threat is available in the office of the City Clerk.

GC 54956.9 (d)(4), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION:
One (1) case

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

ATTACHMENT: 20250506 Closed Session

PLEDGE OF ALLEGIANCE

Mayor pro Tem Wapner

INVOCATION

Pastor Richard Hernandez, The Church of God

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 special meetings of the City Council and Housing Authority of March 19, 2025, and regular meetings of the City Council, Housing Authority and Ontario Public Financing Authority of April 1, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20250319 Special Minutes (Not Official Until Approved)
ATTACHMENT: 20250401 Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills March 28, 2025 through April 24, 2025, and Payroll March 9, 2025 through April 5, 2025.

3. A PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL PHYSICAL AND WELLNESS ASSESSMENTS WITH ON DUTY HEALTH, PLLC.

That the City Council authorize the City Manager, or their designee, to execute a Cooperative Agreement with On Duty Health, PLLC. located in Redlands, California, to conduct National Fire Protection Association (NFPA) Compliant Annual Physical and Wellness Assessments, for a term of up to two (2) years with a total not-to-exceed amount of $816,032.

ATTACHMENT: On Duty Health, PLLC. - Model Professional Services Agreement (PDF) FINAL.pdf

4. A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE CITYWIDE COMPREHENSIVE SAFETY ACTION PLAN

That the City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., of Orange, California, to provide professional engineering services for the Citywide Comprehensive Safety Action Plan for a total not-to-exceed contract amount of $442,337.

ATTACHMENT: Kimley-Horn_and_Associates_Inc._Contract.pdf

5. A RESOLUTION OF INTENT TO DESIGNATE PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE FOR THE BENEFIT OF ADJACENT RESIDENCES

That the City Council adopt a Resolution declaring the intent to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences and to set the date, time, and place for a public hearing to consider the matter.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO DESIGNATING PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE AND TO SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING.

ATTACHMENT: Permit Parking Zone Resolution RESO^RM
ATTACHMENT: EXHIBIT_A_Lynn_Haven.pdf

6. A RESOLUTION TO DESIGNATE A PORTION OF LAUREL AVENUE AS A ONE-WAY STREET AND DIAGONAL PARKING ZONE

That the City Council adopt a Resolution to designate a portion of Laurel Avenue as a one-way street and diagonal parking zone.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DESIGNATING PORTIONS OF LAUREL AVENUE AS A ONE-WAY STREET AND DIAGONAL PARKING ZONE.

ATTACHMENT: One-Way Street Laurel Ave RESO^RM
ATTACHMENT: Exhibit A

7. A DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT AGREEMENT (FILE NO. PDIF23-001) BETWEEN THE CITY OF ONTARIO AND BON VIEW INDUSTRIAL LLC AND BONVIEW GREEN LLC FOR FACILITY CONSTRUCTION ASSOCIATED WITH THE DEVELOPMENT PLAN (FILE NO. PDEV21-030), LOCATED 1932 SOUTH BON VIEW AVENUE, APPROXIMATELY 132 FEET NORTH OF CEDAR STREET, WITHIN THE IG (GENERAL INDUSTRIAL) ZONING DISTRICT

That the City Council approve the Development Impact Fee ("DIF") Credit and Reimbursement Agreement (File No. PDIF23-001) ("DIF Agreement") between the City of Ontario ("City") and Bon View Industrial LLC, as "(Developer"), and Bonview Green LLC, as ("Property Owner"), for facility construction associated with the Development Plan (PDEV21-030) ("Development Plan"), located 1932 South Bon View Avenue, approximately 132 feet North of Cedar Street, within the IG (general industrial) zoning district; and authorize the City Manager to execute the Agreement.

ATTACHMENT: 050625 DIF Agreement - Signed by BVI #3 (Bon View, Ontario) 4.9.25.pdf

8. A RESOLUTION ADOPTING THE REVISED SALARY SCHEDULES IN COMPLIANCE WITH CALPERS REPORTING REQUIREMENTS.

That the City Council adopt a Resolution approving the revised salary schedules for January 5, 2020, through January 1, 2025, in compliance with California Public Employees' Retirement System (CalPERS) requirements.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE REVISED SALARY SCHEDULES FOR THE PERIOD OF JANUARY 5, 2020, THROUGH JANUARY 1, 2025.

ATTACHMENT: Resolution Amending Salary-Schedules RESO^RM
ATTACHMENT: Exhibit A Pay Schedules 01_2000 to 01_2025.pdf

9. PURCHASE OF PARAMETRIC EARTHQUAKE INSURANCE FROM AUTHORITY FOR CALIFORNIA EXCESS LIABILITY (ACCEL) FOR FISCAL YEAR 2025-26

That the City Council authorize the City Manager, or his designee, to procure Parametric Earthquake Insurance as provided by the Authority for California Excess Liability (ACCEL), the City's Joint Power Authority (JPA) for Liability and Insurance. The annual premium for the insurance is $160,916 for Fiscal Year 2025-2026.

ATTACHMENT: Parametric Insurance Proposal.pdf

10. A RESOLUTION APPROVING FIRE DEPARTMENT CLASSIFICATIONS BE ADDED TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM

That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

ATTACHMENT: Fire Resources to CFAA 01^RESO^RM

11. AN AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT WITH SAFE SOFTWARE, INC., FOR THE CITY'S GEOGRAPHIC INFORMATION SYSTEM INTEGRATION PROCESSES

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Software License Agreement with Safe Software, Inc., of Surrey, British Columbia, Canada, for the City's Geographic Information System (GIS) integration processes, increasing the authorized contract amount by $190,000, for a total contract not-to-exceed amount of $270,000 and extend the term for five years.

ATTACHMENT: Amendment 1_Safe Software_ City of Ontario-Local Government Subscription_V2.pdf

12. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR REMOTE ACCELA SUPPORT WITH TRUEPOINT SOLUTIONS, LLC

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with TruePoint Solutions, LLC., of Loomis, California, for ongoing service and support for the Accela Civic Platform increasing the authorized contract amount by $300,000 for a total contract not-to-exceed amount of $950,000 and extend the term for three years, with an additional two optional years.

ATTACHMENT: Amendment_4_Truepoint Solutions.pdf

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

That the City Council adopt an Ordinance approving a Planned Unit Development, File No. PUD24-002, establishing development standards and guidelines to facilitate the development of a 144-unit residential apartment project.

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

ATTACHMENT: File No. PUD24-002^01 PC Back-up.pdf
ATTACHMENT: File No. PUD24-002 PUD 02^ORD^RM
ATTACHMENT: File No. PUD24-002^03 PUD Document.pdf

14. A RESOLUTION APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2025-26 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT

That the City Council adopt a Resolution for the Downtown Ontario Improvement Association (DOIA) authorizing the levying of the special assessments for Fiscal Year 2025-26.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2025-26 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

ATTACHMENT: FY2526 Downtown Ontario CBD Assessment Roll - v2.pdf
ATTACHMENT: Downtown Ontario CBD 25-26 RESO^RM

15. A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

That City Council adopt a Resolution declaring the property located at 112-126 West "C" Street, 115-123 West "D" Street, and 324 North Laurel Avenue, identified with Assessor's Parcel Numbers 1048-566-01 through 1048-566-03 and 1048-566-08 through 1048-566-11, approve the Notice of Availability, and finding that such declaration is exempt from the California Environmental Quality Act.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT CERTAIN REAL PROPERTY LOCATED AT 112-126 WEST C STREET, 115-123 WEST D STREET AND 324 NORTH LAUREL AVENUE, IDENTIFIED WITH ASSESSOR'S PARCEL NUMBERS 1048-566-01 THROUGH 1048-566-03 AND 1048-566-08 THROUGHT 1048-566-11, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFOR, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15060(C)(3) AND 15312 OF THE STATE CEQA GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

ATTACHMENT: West Euclid SLA RESO^RM

16. AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION FOR ELECTRONIC BILL PAYMENT PROCESSING SERVICES

That the City Council authorize the City Manager, or designee, to execute Amendment No. 2 to the Master Services Agreement with Paymentus Corporation ("Paymentus") of Charlotte, North Carolina, for electronic bill payment services in the amount of $2,100,000 for Fiscal Year 2024-25 through Fiscal Year 2027-28, for a new total not-to-exceed aggregate amount of $4,700,000.

ATTACHMENT: 20250506 MSA with Paymentus Corporation_Amendment No. 2^ 03 AGMT.pdf

17. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE CIVIC CENTER EXPANSION - FIRE STATION NO. 1 SECURITY CAMERA AND ACCESS CONTROL SYSTEM

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Maintenance Services Agreement with Convergint Technologies, LLC, of La Palma, California, for the Civic Center Expansion - Fire Station No. 1 Project security camera and access control system in the amount of $112,774 for a total not-to-exceed contract amount of $4,366,250; 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, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: Amendment No. 5- Convergint Technologies LLC.pdf

18. A CONSTRUCTION CONTRACT WITH METROCELL CONSTRUCTION, INC. FOR THE JOHN GALVIN PARK LIGHTING UPGRADE PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Metrocell Construction, Inc., of Ontario, California, to procure and install 19 new light fixtures and conduits for the John Galvin Park Lighting Upgrade project in the amount of $223,985 plus a 10% contingency of $22,399 for a total not-to-exceed contract amount of $246,384; 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: Metrocell Construction, Inc. - Construction Contract.pdf

19. A CONSTRUCTION CONTRACT WITH RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC. FOR THE ELECTRICAL WORK AT THE ONTARIO SPORTS EMPIRE SPORTS FIELDS AND A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH CREW, INC. FOR THE GRADING AT THE ONTARIO SPORTS EMPIRE

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Rancho Pacific Electrical Construction, Inc., of Rancho Cucamonga, California, to provide construction services for the D&C23-022 Ontario Sports Empire – Sports Fields project in the amount of $46,991,200 and authorize a contingency of $4,700,000 for a total not-to-exceed contract amount of $51,691,200, and
B. Authorize the City Manager, or his designee, to execute Change Order No. 1 in the amount of $15,026,000 to the Construction Contract with Crew, Inc., of Compton, California, for D&C23-022 Ontario Sports Empire - Mass Grading project, increasing the contract amount from $41,870,320, to $62,598,920, which includes an increase to the project contingency by $1,502,600 for a new total not-to-exceed contract authorization of $62,598,920, and
C. Authorize the extension of working hours to be Monday through Saturday from 6:00 am to 11:00 pm and on Sunday from 8:00 am to 6:00 pm for the duration of the construction of the Ontario Sports Empire; and
D. 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: Construction Contract- Rancho Pacific Electrical Construction, Inc..pdf
ATTACHMENT: Change Order No. 1- Crew, Inc..pdf

20. A CONSTRUCTION CONTRACT WITH 3M CONSTRUCTION CORPORATION FOR THE LATIMER FIELD CONCESSION AND RESTROOM RENOVATION PROJECT AT JOHN GALVIN PARK

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a construction contract with 3M Construction Corporation, of Anaheim, California, for the Latimer Field Concession and Restroom Renovation Project at John Galvin Park in the amount of $943,899 plus a 10% contingency of $94,390 to address any unforeseen issues that may arise during the construction, for a total not-to-exceed contract amount of $1,038,289; 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: Contract for Construction- 3M Construction Co..pdf

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

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

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

ATTACHMENT: Amending MOU for OFFA 01^RESO^RM
ATTACHMENT: Ontario OFFA Side Letter CalPERS Compliance FINAL 02^RESO^EXHA

22. A PROCLAMATION DECLARING MAY 2025 AS HUNTINGTON'S DISEASE AWARENESS MONTH

That the City Council proclaim May 2025 as Huntington's Disease Awareness Month.

ATTACHMENT: 20250506_Huntingtons_Disease_Awareness_Month.docx

PUBLIC HEARINGS

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

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

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

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

ATTACHMENT: 20250506 Shopping Cart Ordinance 01^ORD^RM

ATTACHMENT: 20250506 Shopping Cart Ordinance^02^Exhibit (1)

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
May 6, 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 (e)(5), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION: One (1) case; Significant exposure to litigation; a copy of the documented threat is available in the office of the City Clerk.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.9 (d)(4), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION: One (1) case

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
May 6, 2025
(Continued)

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

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

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
MARCH 19, 2025
(Not Official Until Approved)

JOINT MEETINGS

The special meetings of the Ontario City Council and Housing Authority were held on Wednesday, March 19, 2025, at Anthony Munoz Community Center, 1240 W. 4th Street, Ontario, California.

CALL TO ORDER

Mayor Leon called the Ontario City Council and Ontario Housing Authority special meetings to order at 3:00 p.m.

ROLL CALL

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

Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and Assistant City Clerk / Assistant Secretary Claudia Y. Isbell.

PUBLIC COMMENT

Chris Robles, spoke on the City of Ontario's State of the City.

A live streaming of the 2025 State of the City was broadcasted for residents.

ADJOURNMENT

Mayor Leon announced the special meetings of the Joint Agencies would be adjourned after the live streaming of the State of the City.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY/
ONTARIO FINANCE AUTHORITY
MINUTES
APRIL 1, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, April 1, 2025 at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:00 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Alan D. Wapner
	Council/Authority Members:	Jim W. Bowman and Daisy Macias
TELECONFERENCE:		Debra Porada Hampton Inn & Suites Manchester Common Area/Lobby 8 Hawthorne Drive Bedford, NH 03110
ABSENT:	Council/Authority Members:	None

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest announced.

CLOSED SESSION

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

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

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:32 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

INVOCATION

Invocation was led by Dr. Esquiel Salazar, Montecito Baptist Church.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

PUBLIC COMMENT

Assistant City Clerk Isbell announced that there were two written comments:
Rassoul Mahdavi, regarding concerns with business license.
Loree Masonis, regarding Item No. 7.

Mayor Leon called upon the first speaker:
Joe Tonan, spoke on social media posts.
Rassoul Mahdavi, spoke regarding concerns with business license.
Aaron Mathiesen, president of the Ontario Eastern Little League spoke of recent break-in.
Tina Silva, acknowledged the Native American community.
Neha Upadhyay, representative for Senator Susan Rubio, announced upcoming events.
Avraham Coutin, spoke of the Israeli-Palestine conflict.

Mayor Leon recessed the meetings at 6:52 p.m. and reconvened 6:54 p.m.

Tommy Mushegain, spoke on the need for universal playgrounds.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

CONSENT CALENDAR

Public Comment:

Mayor Leon called upon the speaker:
Chris Robles, spoke in opposition to Items No. 4, 9, 10, and 15.

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

1. APPROVAL OF MINUTES

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

2. BILLS & PAYROLL

Approved bills February 28, 2025 through March 13, 2025, in the amount of $28,124,425.04, and Payroll February 9, 2025 through February 22, 2025 in the amount of $5,823,174.23.

3. CITY COUNCIL APPOINTMENTS

The City Council approved the City Council Appointment list as presented.

4. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20557 GENERALLY LOCATED ON FERN AVENUE BETWEEN FRANCIS STREET AND PHILADELPHIA STREET

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20557, generally located on Fern Avenue between Francis Street and Philadelphia Street.

RESOLUTION NO. 2025-011 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20557 GENERALLY LOCATED ON FERN AVENUE BETWEEN FRANCIS STREET AND PHILADELPHIA STREET.

5. THE 2024 GENERAL PLAN ANNUAL PROGRESS REPORT AND 2024 HOUSING ELEMENT ANNUAL PROGRESS REPORT, FILE NO. PADV24-001

The City Council adopted a Resolution authorizing Sta to transmit the 2024 General Plan Annual Progress Report, which includes the 2024 Housing Element Annual Progress Report, to the California Department of Housing and Community Development and Governor's O ce of Planning and Research.

RESOLUTION NO. 2025-012 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE 2024 GENERAL PLAN ANNUAL PROGRESS REPORT (FILE NO. PADV25-001), WHICH INCLUDES THE HOUSING ELEMENT ANNUAL PROGRESS REPORT, AND AUTHORIZING STAFF TO SUBMIT THE REPORTS TO THE CALIFORNIA DEPARTMENT OF

HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH.

6. ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS

The City Council considered and:

A. Accepted written petitions (on file with the Records Management Department) from Lennar Homes of California, LLC and AG EHC II (LEN) CA 3, L.P. ("Landowners"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopted a Resolution of Intention to establish City of Ontario Community Facilities District No. 75 (Springhill), 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, May 20, 2025; and
C. Adopted a Resolution Declaring it Necessary for the City of Ontario Facilities District No. 75 (Springhill) to Incur Bonded Indebtedness.

RESOLUTION NO. 2025-013 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

RESOLUTION NO. 2025-014 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) TO INCUR BONDED INDEBTEDNESS.

7. A PROFESSIONAL SERVICES AGREEMENT FOR HOMELESS SERVICES BETWEEN THE CITY OF ONTARIO AND SYMBA CENTER AT THE ONTARIO WELLNESS CENTER

The City Council took the following actions:

A. Approved a Professional Services Agreement with Symba Center, a non-profit corporation of Victorville, California, for the provision of homeless services at 1522 West Mission Boulevard for a total not-to-exceed amount of $2,307,000; and
B. Authorized the City Manager or his designee to execute the Agreement and take all actions necessary to implement them.

8. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA22-004) BETWEEN THE CITY OF ONTARIO AND ROSEVILLE INVESTMENTS, LLC AND AMERICAN SUPERIOR LAND, LLC.

The City Council adopted an Ordinance approving a Development Agreement (File No. PDA22-004) between the City of Ontario and Roseville Investments, LLC and American Superior Land, LLC. First reading and introduction took place at a regular meeting of the City Council on March 18, 2025.

ORDINANCE NO. 3300 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FILE NO. PDA22-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, ROSEVILLE INVESTMENTS, LLC AND AMERICAN SUPERIOR LAND, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20526 (FILE NO. PMTT22-012), LOCATED AT THE SOUTHEAST CORNER OF HAVEN AVENUE AND RIVERSIDE DRIVE, WITHIN PLANNING AREAS 1A, 1B, AND 1C OF THE RICH-HAVEN SPECIFIC PLAN (FILE NO. PSP05-004). (APNS: 0218-161-11, 0218-161-04, 0218-161-05, AND 0218-161-10).

9. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH UBICQUIA, INC. FOR SMART CITY STREETLIGHT CONTROL SYSTEM SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Maintenance Services Agreement with Ubicquia Inc., of Fort Lauderdale, Florida, for Smart City Streetlight Control System Services in the amount of $41,250 for a total not-to-exceed contract amount of $511,250.

10. AUTHORIZE THE PURCHASE AND INSTALLATION OF FURNITURE WITH INFO-COM BUSINESS PRODUCTS FOR THE WELLNESS CAMPUS ACCESS CENTER

The City Council took the following actions:

A. Authorized a cooperative purchase agreement for D&C24-011 Wellness Access Center with Margaret C. Pett, Inc. DBA Info-Com Business Products (Info-Com), of Altadena, California, for the purchase and installation of furniture in the amount of $513,007 plus a 10% contingency of $51,300 for a total not-to-exceed contract amount of $564,307, consistent with the terms and conditions of the Interlocal Purchasing System Contract Number 230301; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

11. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC. FOR CITYWIDE MARKETING, COMMUNICATIONS, MITIGATION AND PUBLIC RELATIONS CONSULTING SERVICES

The City Council approved and authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Communications & Media Management Consultants, Inc. (CMMC), of Santa Clarita, California, for the provision of citywide marketing, communications, mitigation, and public relations consulting services, in the amount of $180,000, for a total not-to-exceed contract amount of $370,000, and to extend the term to December 15, 2026.

12. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE 20/20 NETWORK FOR COMMUNICATIONS CONSULTING

The City Council approved and authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with The 20/20 Network, of Upland, California, for communications consulting, in the amount of $60,000, for a total not-to-exceed contract amount of $292,000, and to extend the term to June 30, 2026.

13. A RESOLUTION APPROVING THE UPDATE OF THE SEWER SYSTEM MANAGEMENT PLAN

The City Council adopted a Resolution approving the update of the Sewer System Management Plan (SSMP).

RESOLUTION NO. 2025-015 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE UPDATE OF THE SEWER SYSTEM MANAGEMENT PLAN (SSMP).

14. AN ORDINANCE APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA24-004, REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

The City Council adopted an Ordinance upholding the recommendation of the Planning Commission approving the Development Code Amendment (File No. PDCA24-004), pursuant to the facts and reasons contained in the staff report and Ordinance. Introduction and first reading took place at a regular meeting of the City Council on March 18, 2025.

ORDINANCE NO. 3299 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA24-004, AMENDING DIVISION 5.03 & SUPPLEMENTAL LAND USE REGULATIONS, SECTION 5.03.010 OF THE CITY'S DEVELOPMENT CODE RELATING TO ACCESSORY DWELLING UNITS AND

JUNIOR ACCESSORY DWELLING UNITS IN THE CITY, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17, AND MAKING FINDINGS IN SUPPORT THEREOF.

15. AN ORDINANCE APPROVING A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA24-001, TO IMPLEMENT OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS

The City Council adopted an Ordinance approving File No. PDCA24-001, a Development Code Amendment, amending the reference document section of the City's Development Code, to implement Objective Development and Design Standards for multiple-family and mixed-use residential development. Introduction and first reading took place at a regular meeting of the City Council on March 18, 2025.

ORDINANCE NO. 3298 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO PDCA24-001, A DEVELOPMENT CODE AMENDMENT AMENDING THE REFERENCE DOCUMENT SECTION OF THE CITY'S DEVELOPMENT CODE, TO IMPLEMENT OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE RESIDENTIAL DEVELOPMENT AND MAKING FINDINGS IN SUPPORT THEREOF.

PUBLIC HEARINGS

16. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

The City Council considered and:

A. Adopted a Resolution of Formation of Community Facilities District No. 73 (Wildflower Acres), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopted a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 73 (Wildflower Acres);
C. Adopted a Resolution calling a special election for City of Ontario Community Facilities District No. 73 (Wildflower Acres);
D. Adopted a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduced and waived further reading of an Ordinance levying special taxes within City of Ontario Community Facilities District No. 73 (Wildflower Acres);
F. Adopted a Resolution authorizing the execution and delivery of an acquisition

and funding agreement with Pulte Home Company, LLC; and

G. Adopted a Resolution making a declaration of o□cial intent to reimburse facilities expenditures with bond proceeds and related actions.

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

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

RESOLUTION NO. 2025-016 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

RESOLUTION NO. 2025-017 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES) TO INCUR BONDED INDEBTEDNESS.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2025-016 and 2025-017.

City Clerk Mautz opened the ballots and announced they were in favor.

RESOLUTION NO. 2025-018 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 73 (WILDFLOWER ACRES).

RESOLUTION NO. 2025-019 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

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

RESOLUTION NO. 2025-020 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH PULTE HOME COMPANY, LLC.

RESOLUTION NO. 2025-021 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE FACILITIES EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2025-018, 2025-019, 2025-020, and introduce Ordinance No. 3301.

17. LEASE FINANCING PLAN FOR THE PROPOSED ANIMAL RESOURCE CENTER OF INLAND EMPIRE

The City Council authorized the City Manager, or his designee, to execute all documents required for the completion of the lease and lease financing within the authorization limits and adopted a Resolution approving:

A. The financing for the acquisition of real property for the proposed Animal Resource Center of Inland Empire (ARC) for a period of ten (10) years; and
B. The Lease Agreement between the City of Ontario and the Public Finance Authority; and
C. The Site and Facility Lease between the City of Ontario and Public Finance Authority; and
D. The Sub-Lease between the City of Ontario and ARC.

The Public Finance Authority adopted a Resolution approving:

A. The financing for the acquisition of real property for the proposed ARC site for a period of ten years; and
B. The Lease Agreement between the City of Ontario and the Public Finance Authority; and
C. The Site and Facility Lease between the City of Ontario and Public Finance Authority; and
D. The Assignment Agreement between the Public Finance Authority and Costello, Investments, LLC; and
E. The Promissory Note.

RESOLUTION NO. 2025-022 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING PROCEEDINGS AND AGREEMENTS RELATING TO THE FINANCING OF PUBLIC CAPITAL IMPROVEMENTS FOR PUBLIC PURPOSES, APPROVING PREPARATION AND DELIVERY OF A NOTE BY THE ONTARIO PUBLIC FINANCING AUTHORITY AND AUTHORIZING OFFICIAL ACTIONS.

RESOLUTION OPFA-011 A RESOLUTION OF THE ONTARIO PUBLIC FINANCING AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE PREPARATION OF A LEASE REVENUE NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $7,100,000 IN

CONNECTION WITH THE FINANCING OF PUBLIC CAPITAL IMPROVEMENTS, AUTHORIZING AND DIRECTING EXECUTION OF A SITE AND FACILITIES LEASE, LEASE AGREEMENT, ASSIGNMENT AGREEMENT, NOTE AND AUTHORIZING OFFICIAL ACTIONS AND EXECUTION OF RELATED DOCUMENTS.

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

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

MOTION: Moved by Council Member Macias, seconded by Council Member Bowman and carried by a unanimous vote 5-0, adopt Resolution Nos. 2025-022 and OPFA-011.

18. A PUBLIC HEARING TO CONSIDER AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT; A DEVELOPMENT AGREEMENT (FILE NO. PDA23-005) BETWEEN THE CITY OF ONTARIO AND DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC IN CONJUNCTION WITH THE EMPIRE GROVES SPECIFIC PLAN (FILE NO. PSP23-001); AND A DEVELOPMENT PLAN (FILE NO. PDEV23-039)

The City Council introduced and waived further reading of:

A. A Resolution approving the use of an Addendum to The Ontario Plan 2050 Supplemental Environmental Impact Report (State Clearinghouse No. 2021070364, certified by the City Council on August 16, 2022);
B. An Ordinance for a Development Agreement (File No. PDA23-005) between the City of Ontario and Diversified Pacific Development Group, LLC to establish terms and conditions for the associated Development Plan (File No. PDEV23-039);
C. An Ordinance for the Empire Grove Specific Plan (File No. PSP23-001 to establish the Land Use District, development standards, guidelines, and infrastructure improvements); and
D. A Resolution approving Development Plan (File No. PDEV23-039) to construct 600,000 SF hotel and commercial building consisting of 600 rooms.

RESOLUTION NO. 2025-023 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PSP23-001

ORDINANCE NO. 3302 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA23-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF

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

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

RESOLUTION NO. 2025-024 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDEV23-039, A DEVELOPMENT PLAN TO CONSTRUCT A 600,000 SQUARE FOOT HOTEL AND COMMERCIAL BUILDING CONSISTING OF 600 ROOMS ON 10.43-ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF GUASTI ROAD AND HOLT BOULEVARD WITHIN THE PROPOSED PA1 (HOSPITALITY MIXED-USE) DISTRICT OF THE EMPIRE GROVES SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 110-322-33

Before the item was considered, Council Member Macias chose to recuse herself out of an abundance of caution.

Notice of public hearing was duly given. Affidavits of compliance are on file. The following written comments were received:
Jordan Sisson, in opposition.
Eliana Juarez, in opposition.
Jordan Paredes, in opposition.
Ashley Nickel, in opposition.
Tony Moreno, in opposition.
Richard Gonzalez, in opposition.
Maria Vicario, in opposition.
Jennifer Hinojoza, in opposition.
Ashley Sandoval, in opposition.
Maria Quintanilla, in opposition.
Jaclyn Dorado, in opposition.
Natalie Reyes, in opposition.
Marco Garcia, in opposition.
Aaron McLemore, in opposition.
Melissa Sian, in opposition.

Lily Gonzalez, in opposition.
Daniel Benesch, in opposition.
Chris May, in opposition.
Ricardo Mendez, in opposition.
Jennifer Hernandez, in opposition.
Ronert Tiller, in opposition.
Frank Manharth, in opposition.
Mandy Hosmer, in opposition.
Christina Smith, in opposition.
Natalie Espinoza, in opposition.
Cristina Payes, in opposition.
Yingze Wan, in opposition.
Nicole Szetela, in opposition.
Guadalupe Naranjo, in opposition.
Cathy Calluebg, in opposition.
Dolores Alvarez, in opposition.
Kisra Saldana, in opposition.
Megan Campos, in opposition.
Marco Vicario, in opposition.
Aaron Leal, in opposition.
Glen Rodela, in opposition.
Renee Kennedy, in opposition.
Paul Maleno, in opposition.
David Hernandez, in opposition.
Catherine Kaniski, in opposition.
Sevariano Yepez, in opposition.
Tynisia Garcia, in opposition.
Thomas Starner, in opposition.
Catherine Hernandez, in opposition.
Anthony Perez, in opposition.
Thuy Nguyen, in opposition.
Violeta Escobar, in opposition.
Evelia Guerra, in opposition.
Amanda Jaurigue, in opposition.
Giovanni Navarrete, in opposition.
Sarah Henschel, in opposition.
Alejandra Cervantes, in opposition.
Maria Cervantes, in opposition.
Geovanna Valdovinos, in opposition.
Edgar Villalvazo, in opposition.
Jessica Xu, in opposition.
Jerris Poyak, in opposition.
Diego Vicario, in opposition.
Abel Michel, in opposition.
Erick Meza, in opposition.
Alejandra Murillo, in opposition.

Jake Sowder, in opposition.
Frances Yau, in support.
Veronica Gutierrez, in opposition.
Lucinda Smith, in opposition.
Miguel Flores, in opposition.
Adrian Rodriguez, in opposition.
Ysmael Esparza, in opposition.
Norma Silva, in opposition.
Jeovanni Camacho, in opposition.
Armando Rodriguez, in opposition.
Carlos Lopez, in opposition.
Filiberto Murillo, in opposition.
Ivonne Valdovinos, in opposition.
Ofelia DeLaTorre, in opposition.
Luis Davila, in opposition.
Maria Lopez, in opposition.
David Peraza, in opposition.
Maria Lopez, in opposition.
Luis Davila, in opposition.
Arlene Villacorta Lopez, in opposition.
Maria Martinez, in opposition.
Maria Bermejo, in opposition.
Christina Lopez, in opposition.
Eleazar Venegas, in opposition.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. He called upon the Executive Director of Community Development to provide background information.

Francis Yao, spoke in support.
Perry Meade, spoke in opposition.
Tina Silva, spoke in opposition.
Chris Robles, spoke in opposition.
Jeff Burum, spoke in support.
Aracely King, spoke in opposition.
Frank Bautista, spoke in opposition.
Jordan Sisson, spoke in opposition.

Hearing no one else wishing to speak, Mayor Leon closed the public hearing and opened the item for Council discussion. City Council had a discussion to consider all comments. The item was considered and moved for approval.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a unanimous vote 4-0, with Council Member Macias abstaining, to adopt Resolution No. 2025-023, introduce Ordinance Nos. 3302, 3303, and adopt Resolution No. 2025-024.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

BOARD AND COMMISSION APPOINTMENTS

Mayor Leon asked for a motion to appoint Wayne Bradley to the Library Board of Trustees.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a unanimous vote 5-0, to appoint Mr. Bradley.

Council Member Macias made no comments.

Council Member Bowman made no comments.

Mayor pro Tem Wapner made no comments.

Council Member Porada made no comments.

Mayor Leon addressed social media comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:21 p.m., and announced the next regular meeting was scheduled for April 15, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Nubia Roman Department: Prepared By: Nubia Roman Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL PHYSICAL AND WELLNESS ASSESSMENTS WITH ON DUTY HEALTH, PLLC.**

RECOMMENDATION: That the City Council authorize the City Manager, or their designee, to execute a Cooperative Agreement with On Duty Health, PLLC. located in Redlands, California, to conduct National Fire Protection Association (NFPA) Compliant Annual Physical and Wellness Assessments, for a term of up to two (2) years with a total not-to-exceed amount of $816,032.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The recommendation is for approval of this Agreement of Annual Physical and Wellness Assessments be in the amount of $370,923 per year plus a 10% contingency of $37,093 for a combined not-to-exceed amount of $408,016 per year. If approved, additional appropriations in the Fire Mutual Aid Fund will be included at a future quarterly budget update to Council as needed. At the City's discretion, one (1) additional one-year extension may be exercised for a total not-to-exceed cost of $816,032 over the two-year term.

BACKGROUND & ANALYSIS: The Ontario Fire Department is currently comprised of 265 personnel, who serve the community with dedication and professionalism. In the line of duty, firefighters are regularly exposed to hazardous conditions, including smoke, toxic chemicals, and extreme physical demands, which significantly increase the risk of serious health issues. Research shows that firefighters are 9% more likely to develop cancer and 14% more likely to die from cancer when compared to the general population. Additionally, cardiovascular disease remains the leading cause of on-duty deaths among firefighters.

Since July 2023, the Ontario Fire Department has taken additional steps to place concerted efforts in developing a comprehensive health and safety program for our members. Some measures include the implementation of a fitness and behavioral health program. Given the research findings on the occupational hazards within the fire service, implementing an annual physical and wellness assessment program will allow for early detection of life-threatening conditions and timely medical

intervention, significantly improving long-term health outcomes. The Fire Department has searched within the industry for service providers capable of offering the following:

- Mental health screenings to assess and support emotional well-being.
- Skin cancer screenings to identify early signs of melanoma and other skin cancers.
- Comprehensive blood tests and heavy metal screenings to detect cardiovascular risks and toxin exposure.
- Fecal occult blood testing to screen for colorectal cancer.
- Low-dose CT scans for early lung cancer detection in high-risk individuals
- Galleri cancer screenings for at-risk personnel to detect multiple other types of cancer.
- Respirator fit testing and strength testing to assess proper respiratory protection and muscular health, respectively.

One such provider, On Duty Health, PLLC. located in Redlands, California, currently provides these services to the City of Stockton Fire Department through a Cooperative Agreement. In accordance with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2- 6.29 allows for the procurement of services through cooperative 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 that otherwise may not be possible. Therefore, in an effort to be proactive and mitigate risk to fire department personnel, Staff is recommending the approval of an Agreement with On Duty Health, PLLC for a one-year term, with one (1) optional one-year term extension for a total not-to-exceed amount of $816,032 for the two-year Agreement, consistent with the terms and conditions of the Stockton Agreement #424000511.

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

PAUL S. LEON
MAYOR

ALAN WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

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 **On Duty Health, PLLC.**, a **Limited Liability Company**, with its principal place of business at **1752 E. Lugonia Ave., Ste. 117-4949, Redlands, CA 92373** ("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 **NFPA Compliant Annual Physical and Wellness Assessments** 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 **NFPA Compliant Annual Physical and Wellness Assessments** 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 **NFPA Compliant Annual Physical and Wellness Assessments** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. This Agreement is entered into pursuant to a cooperative purchasing agreement,

referred to as Stockton Agreement #424000511 ("Stockton Agreement"). In the event of any conflict between the terms of the Stockton Agreement, and this Professional Services Agreement, the terms of this Professional Services Agreement shall control. 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, 2026**, 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) additionally one-year term. 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Seventy, Nine Hundred Twenty-Three ($370,923**) annually and a total not to exceed of **Seven Hundred Forty-One Thousand, Eight Hundred Forty-Six ($741,846**) for the term of the contract if optional years are exercised 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 "A" 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 "A" 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: **Greg Batla, CEO of On Duty Health, PLLC**.

3.3.5 City's Representative. The City hereby designates **Nick Stepanian, Deputy Fire Chief**, 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 **Greg Batla, CEO of On Duty Health, PLLC.**, 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 Exhibit "A" 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 $1,000,000 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: **On Duty Health, PLLC.**
1752 E. Lugonia Ave. Ste. 117-4949
Redlands, CA 92373

ATTN: Greg Balta, CEO

City: **City of Ontario**
303 East "B" Street
Ontario, CA 91764
ATTN: Nick Stepanian, Deputy Fire Chief

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.

EXHIBIT "A"
SCOPE OF SERVICES

ESTIMATE

On Duty Health, PLLC
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92373

billing@onduty.health
+1 (512) 655-3578
www.onduty.health

Bill to
Ontario, CA FD

Ship to
Ontario, CA FD

Estimate details
Estimate no.: 1182
Estimate date: 02/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**"Silver Package" Health & Fitness Assessment**	Labs & Urinalysis: Urinalysis, Complete Blood Count, Complete Metabolic Panel , Lipid Panel with LDL/HDL Ratio, A1C, Thyroid Stimulating Hormone , Prostate Specific Antigen (male patients 40 and over), FIT Fecal Occult Screening Kit (patients 40 and over) Full Physical: Comprehensive Physical with Health History & Vitals, Titmus V2 Advanced Vision Testing , Audiometry Testing , Skin Cancer Assessment , Behavioral Health Assessment , Review of Results w/ Personalized Health Plan Cardiopulmonary Screening & Fitness Assessment Cardiopulmonary Exercise Testing (CPET, consisting of 12-lead EKG treadmill/stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing), Pulmonary Function Testing (Spirometry), Metabolic Analysis w/ Body Composition , Muscular Endurance, Strength and Flexibility Evaluation, Cardiology followup interpretation for irregular results, if indicated Ultrasound Cancer Screening: Ultrasound imaging of the carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate	265	$749.00	$198,485.00

		(men) , Radiology followup interpretation for irregular results, if indicated			
2.	**iFOBT Fecal Occult Test**	iFOBT Colorectal Cancer Screening Kit (estimated difference)	132	$59.00	$7,788.00
3.	**Heavy Metals II**	Arsenic, Cadmium, Lead, Mercury	210	$159.00	$33,390.00
4.	**Low Dose CT Lung Cancer Screening**	Provided at off-site partners	210	$349.00	$73,290.00
5.	**Galleri 50+ MultiCancer Detection Test**	www.galleri.com	62	$739.00	$45,818.00
6.	**SCBA Fit Testing**	PortaCount	210	$49.00	$10,290.00
7.	**CA-125**	Ovarian Cancer Screening - Women	38	$49.00	$1,862.00
8.	**On Site Phlebotomy**	Sending phlebotomist on-site to perform draws and urinalysis - comped	265	$0.00	$0.00
			Total		**$370,923.00**

Note to customer

Estimate for Option 2

Accepted date **Accepted by**

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number: 424000511

1. This Agreement is entered into between the City of Stockton ("City") and On Duty Health, PLLC ("Contractor") to provide health and wellness examinations as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 5/1/2024 Terminates on: June 30, 2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $ 450,000

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work
(b) Exhibit B – Insurance
(c) Exhibit C – General Terms & Conditions
(d) Exhibit D – Professional Services Special Terms & Conditions
(e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline
(g) Exhibit G - Special Funding Terms & Conditions (If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

On Duty Health, PLLC
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature Date

Greg Batla, CEO
Printed Name and Title of Person Signing

1752 E Lugonia Ave., Ste. 117-4949, Redlands, CA 92373
Address

CITY OF STOCKTON

5/1/24
Harry Black, City Manager Date

ATTEST:
for Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

424000511

(Rev. 10.27.22)

EXHIBIT A

STATEMENT OF WORK

1. **Project Objectives**

   1.1 To provide on-site firefighter health and fitness assessments (Services) on an as needed basis, as requested by the City.

2. **Project Scope**

   2.1 Contractor shall provide Services on an as needed basis, as requested by the City.

   2.2 Contractor shall provide the City a de-identified Health Dashboard which shares Fire Department health metrics.

   2.3 Contractor shall provide each patient secure access to a web-based patient portal for access to electronic medical records, test results, year-over-year health metrics and trends, and secure doctor-patient messaging.

   2.4 In the event the Contractor successfully develops a health application, Contractor shall grant City access to the application at no additional cost to the City. City access will be limited to sworn Fire Department employees.

3. **Specifications**

   Contractor Services shall include:

   3.1 Labs & Urinalysis
   - Urinalysis
   - Complete Blood Count
   - Complete Metabolic Panel
   - Lipid Panel with LDL/HDL Ratio
   - A1C
   - Thyroid Stimulating Hormone
   - Prostate Specific Antigen (male members 40 and over)
   - CA-125 (female members)
   - QuantiFERON Gold TB Testing
   - FIT Fecal Occult Screening Kit (members 40 and over)
   - On-Site Phlebotomy (if applicable)

   3.2 Full Physical
   - Comprehensive Physical with Health History & Vitals
   - Titmus V2 Advanced Vision Testing
   - Audiometry Testing

- Skin Cancer Assessment
- Behavioral Health Assessment
- Review of Results with Personalized Health Plan

3.3 Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12- lead EKG treadmill/stepmill stress test run to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing)
- Pulmonary Function Testing (Spirometry)
- Metabolic Analysis w/ Body Composition
- Muscular Endurance, Strength and Flexibility Evaluation
- Cardiology follow-up interpretation for irregular results, if indicated

3.4 Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- Radiology follow-up interpretation for irregular results, if indicated

4. <u>Internal and External Standards and Guidelines</u>

4.1 Contractor Services shall be National Fire Protection Association (NFPA) 1582/1583 and The International Association of Fire Fighters (IAFF) and International Association of Fire Chiefs (IAFC) Wellness-Fitness Initiative (WFI) 4th Edition compliant.

4.2 City will furnish the Contractor with a comprehensive list of all employees slated to receive Services, no later than six (6) weeks prior to the commencement of Services by the Contractor.

4.3 Upon receipt of the employee list provided by City in accordance with Section 4.2, the Contractor shall provide the City with a Schedule Template outlining each available appointment for Services. This Schedule Template must be provided to the City no later than two (2) weeks from the date of receiving the employee list.

4.4 City will complete the Schedule Template specifying the date and time for each member scheduled to receive Services. The completed Schedule Template will be submitted to the Contractor no later than two (2) weeks prior to the City's first appointment for Services.

4.5 Contractor shall provide all equipment and supplies necessary for the Services, except for a treadmill. City will provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the Services to be conducted.

4.6 City will make their best effort to ensure all City employees arrive for their appointment with all patient intake (online check-in) information completed.

4.7 City acknowledges that employees who arrive for their appointment later than 15 minutes after their scheduled start time will be turned away by Contractor.

4.7.1 Contractor shall not turn away any City employee who arrives late due to an emergency call.

4.7.2 Contractor shall permit City to substitute another City employee when a vacancy occurs due to tardiness.

4.8 In the event members of nearby agencies are unable to receive Services during their scheduled time, the City may, at its discretion, accommodate a limited number of members from other nearby agencies to receive services on City premises.

4.8.1 The City reserves the sole discretion to determine the eligibility of individuals to receive services on City premises, taking into consideration factors such as capacity, resource availability, and program priorities.

4.8.2 Contractor shall not invoice City for any Services provided to another agency's employee on City premises.

4.8.3 All Contractor requests for providing Services to outside agencies on City premises shall be submitted by Contractor to the Deputy Fire Chief for prior approval. Requests may be submitted and approved via email.

4.8.4 Contractor shall promptly notify City of any individuals from another agency who will receive Services on City premises, allowing City adequate time to request and obtain completed waiver/release of liability forms from the relevant members of the other agency.

4.8.4.1 Contractor acknowledges that any member from an outside agency that fails to complete and submit the required waiver/release of liability forms to the City shall not be eligible to receive Services on City premises.

4.8.5 Contractor shall provide the same reciprocity to City employees while providing Services to other nearby agencies.

5. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor:	On Duty Health, PLLC Attn: Greg Batla, CEO 1752 E Lugonia Ave., STE 117-4949 Redlands, CA 92373	**City**:	City of Stockton Attn: City Manager 425 N. El Dorado Street Stockton, CA 95202

6. **Key Personnel**

Kristin Batla, DMSc, PA-C, Chief Medical Officer, On Duty Health

7. **Option to Renew.**

The term of the Agreement may be extended up to two (2) by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

Exhibit B:
Insurance Requirements
(Firefighter Annual Physicals & Wellness Exams)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage
For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation
Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However,

failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage
CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation**. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

   3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

   3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work**. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such

assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the

services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is **$450,000** (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Firefighter Health and Fitness Assessment	$749 each
	TOTAL NOT TO EXCEED	**$450,000**

2.2 City may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to six (6) weeks out from the date set for receiving the Services. After this point, the City may not decrease the expected number of patients to be seen on that particular Service date and shall be responsible for fees for Services in accordance with the Task Price listed above.

2.2.1 In the event a City employee(s) will miss the scheduled Services due to sickness or other reasons, the City will hold a "credit" for that employee and may work with Contractor to schedule Services at another time and place in accordance with Exhibit A, Section 4.8.5. This credit shall remain valid for two hundred (200) days from the City employee's originally scheduled Service date.

2.3 Contractor may adjust the Task Price above in accordance with changes in the Consumer Price Index (CPI) for the Western Region All Items Index. Such adjustments shall be made annually on the anniversary of this Agreement's effective date.

2.3.1 Prior to implementing any price increase, the Contractor shall provide the City with written notice of the proposed adjustment at least eight (8) weeks in advance of providing services.

3. Additional Services. The following is a price list that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the prices set forth below:

Category	Description	Price
Phlebotomy	On Site Phlebotomy *(excluded if City utilizes local LabCorp/Quest)*	$29
Cancer Labs	Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)	$739
	Cancer antigen 15-3 (CA 15-3) [breast cancer]	$99
Other Labs	Hepatitis A, B and C Test (Acute Hepatitis Panel)	$69
	Medical Professionals Urine Drug Screen (12 drug panel)	$99
	Nicotine Screening (Urine)	$49
	HIV testing	$49
	Heavy Metals Profile I, Blood (arsenic, lead, mercury)	$129
	Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)	$159
	Cholinesterase (HazMat) testing	$69
	Testosterone levels	$49
CT Scanning	Low Dose CT Lung Screening (available through Contractor's regional partners)	$349
	CT Coronary Artery Calcium Scoring (available through Contractor's regional partners)	$249
Continuous Health Monitoring	Contractor shall offer the option to have any or all members wear a smartwatch to	$99/mo

	monitor their health metrics 24/7, with on-call providers to guide their health.	
Personal Training	Contractor shall offer a certified personal trainer to build individual or group packages to improve health outcomes through customized workout routines and demonstrations.	$199/mo
Nutrition Counseling	Each health assessment shall come standard with nutrition recommendations. In addition, Contractor shall offer access to a licensed nutritionist to build individual or group packages to work with members for guidance in meal planning, shopping, cooking, and more for enhanced health outcomes.	$199/mo
New Hire & Return to Duty	Available on an ongoing basis with regional scheduling or Rapid Strike option.	Quote available upon request
Mental Health Support	Each health assessment shall come standard with a written and oral behavioral health assessment, designed for firefighters. For continued support, Contractor shall offer use of counselors & therapists that are specifically trained to meet the needs of firefighters with PTSD	Quote available upon request

4. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to fdinvoices@stocktonca.gov.

EXHIBIT F

TIMELINE

1.1 Contractor shall provide services on an as needed basis, as requested by the City

EXHIBIT G

SPECIAL FUNDING TERMS AND CONDITIONS

(Not Applicable – Intentionally Left Blank)

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Jaime Maciel-Carrera Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea M Lopez, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE CITYWIDE COMPREHENSIVE SAFETY ACTION PLAN**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., of Orange, California, to provide professional engineering services for the Citywide Comprehensive Safety Action Plan for a total not-to-exceed contract amount of $442,337.

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)
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the Growth and Evolution of the Cityâ€™s Economy

FISCAL IMPACT: The City, through the U.S. Department of Transportation (USDOT) Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant Program, has been awarded to develop a Citywide Comprehensive Safety Action Plan (Safety Action Plan). The recommended contract award to Kimley-Horn and Associates, Inc. for the preparation of the Safety Action Plan is for a total not-to-exceed contract amount of $442,337. The City will be reimbursed 80% of the costs associated with the development of the Safety Action Plan; a total reimbursement of $353,870. The required 20% match of $88,467 will be funded from the Road Maintenance and Rehabilitation Account (RMRA-SB1) fund balance. Upon approval, additional appropriations from the RMRA-SB1 fund and associated grant revenue will be included in future quarterly budget updates to the City Council as needed.

BACKGROUND & ANALYSIS: The City has been awarded funding in the amount of $360,000 from the USDOT for the SS4A Discretionary Grant Opportunity to create the Citywide Comprehensive Safety Action Plan (Safety Action Plan). The Bipartisan Infrastructure Law (BIL) established the SS4A Grant Program which funds regional, local, and Tribal initiatives through grants to prevent roadway

deaths and serious injuries. The City Council approved and authorized the City Manager to execute the USDOT Fiscal Year 2023 SS4A Grant Program grant agreement at the September 3, 2024 City Council meeting.

The creation of the Safety Action Plan will provide the underserved communities in the City of Ontario the opportunity to provide direct input to find and tailor solutions to improve roadway safety in their neighborhood. The Safety Action Plan will target safety improvements for all roadway users through project prioritization, safety analysis, and community-based feedback and engagement. It will address safety topics including transportation insecurity, social and health vulnerabilities, and climate resilience with the goal of preventing future roadway death and serious injury.

On February 4, 2025, the City received the following nine (9) qualified proposals from consultants in response to the Request for Proposals (RFP) for Invitation No. 1869 Citywide Comprehensive Safety Action Plan:

COMPANY	**LOCATION**
Chen Ryan Associates, Inc.	San Diego, CA
Fehr & Peers	Irvine, CA
Kimley-Horn and Associates, Inc.	Orange, CA
KOA Corporation	Ontario, CA
Linscott, Law, and Greenspan, Engineers	Irvine, CA
Michael Baker International, Inc.	Ontario, CA
Minagar & Associates, Inc.	Laguna Hills, CA
TJKM Transportation Consultants	Pleasanton, CA
Wood Rodgers, Inc.	San Diego, CA

A review team consisting of Engineering Department Staff reviewed the proposals, scored the candidates, and made their recommendations based upon qualifications, understanding of the City's needs, history of completing similar projects, and criteria specified in the RFP.

Of the nine (9) consultants, the following three (3) scored the highest and were selected to participate in interviews on February 25, 2025: Fehr & Peers, Kimley-Horn and Associates, Inc., and KOA Corporation.

After careful evaluation, Kimley-Horn and Associates, Inc., of Orange, California, was selected as the best overall qualified respondent based on their proposal and interview.

Kimley-Horn and Associates, Inc., presented their broad range of expertise, as demonstrated by successfully delivering similar projects for other nearby municipal agencies in a timely manner. Furthermore, their approach to community engagement, technical proficiency of the planning/analysis and engineering components, and overall familiarity with the Safe Streets and Roads for All (SS4A) Grant Program set Kimley-Horn and Associates, Inc. apart from the others considered.

If approved, Kimley-Horn and Associates, Inc. will prepare the Safety Action Plan, which will evaluate emphasis areas in the City and may include, but is not limited to, speed and traffic analysis, signage, collision and roadway analysis, and a review of the existing safety measures.

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

PAUL S. LEON
MAYOR

ALAN WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

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, Inc** , a **North Carolina Corporation,** with its principal place of business at **421 Fayetteville Street, Suite 600, Raleigh, NC 27601** ("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** 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 **Citywide Comprehensive Safety Action Plan** 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** 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 **May 6, 2025** to **September 30, 2027**, 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 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 **Four Hundred Forty Two Thousand, Three Hundred Thirty-Seven Dollars ($442,337)** 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: **Jason Melchor, PE, Darryl dePencier, AICP, GISP, RSP2B, Tatiana Lundstrom, PE.**

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

3.3.6 Consultant's Representative. Consultant hereby designates **Jason Melchor, Assistant Secretary**, 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:	Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 ATTN: Jason Melchor, Assistant Secretary
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Khoi Do, 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.

3.8 Federal Provisions. When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

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]

Additional Necessary Tasks to the Scope of Work

Task 1: Project Management

In addition to the City's scope of services, we anticipate a 10-month schedule and have budgeted for a kick-off meeting and nine (9) progress meetings.

As part of this task, we will conduct stakeholder engagement. We will work with the City to reach out to safety partners/stakeholders from the contact list developed. A Stakeholder meeting will be hosted, preferably in-person, to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the SS4A Plan process; identify/establish safety goals, objectives, strategies and emphasis areas; inform those present on the results found during the crash analysis; and outline the draft countermeasures and potential solutions. We will utilize stakeholders for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of "near-miss crashes." We will discuss any potential additions or changes to the recommended countermeasures, based on the feedback received during this meeting, with the City. The group will prioritize plans for implementation and be able to review and comment on the draft and final SS4A Plan before recommending approval of the document to be adopted by City Council.

Additionally, we can assist the City in developing a robust public outreach program to inform, educate, and gather feedback from the Ontario community. This may consist of one (1) pop-up event and conducting online public surveys through the City's website to collect public feedback.

Task 2: Document Review

Kimley-Horn will work with City staff to identify programs and policies within the City that are supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance, and will conduct an interview with City staff to finalize the responses.

We will conduct a literature review of existing plans published by the City, including the General Plan and the documents listed in the RFP.

Task 3: Data Collection

Kimley-Horn will collect the last 5 years of collision data from the Transportation Injury Mapping System (TIMS) to allow insight into trends and to filter the natural year-over-year fluctuation caused by natural randomness in collision activity. Kimley-Horn's approach is to look at all collision severity levels. This provides a richer data set to review, and allows the team to determine factors where collision severity levels are high relative to overall collision numbers.

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City. If possible, we will access additional average daily traffic (ADTs) from the San Bernardino Traffic Analysis Model (SBTAM).

Task 4: Collision and Roadway Data Analysis

In addition to the City's scope of services, Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to 10 locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

DELIVERABLES:

- Technical Memorandum – Citywide Safety Background and Trends
- List of Intersections and Segments with Statistically Analyzable Collision Activity
- Citywide Safety Trends and Recommended Focus Areas

Task 5: Countermeasure Selection

Kimley-Horn will develop the identification of the potential projects by examining the crash data and determining the potential countermeasures improvements. We will prepare a toolbox of systemic safety mitigations that can be applied by the City citywide, or on key parts of the network.

Countermeasures may include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures or countermeasures that the US Department of Transportation and the Federal Highway Administration have deemed appropriate and cost efficient, and proven effective.

We will develop the toolbox in three steps:

1. We will use the site visit locations as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox.
2. The team will identify up to three (3) safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them.
3. The best practices review will be used to identify actions the City can take to improve the safety environment.
4. An implementation plan will be developed for the SS4A Plan that will help the City prioritize improvements and identify potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses.

DELIVERABLES:

- Safety Countermeasure Toolbox

Task 6: Develop Safety Projects

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to 10 high crash locations to improve roadway, traffic, and pedestrian safety based on the countermeasures selection approach and toolbox established and accepted by the City in **Task 5**. The sheets will profile the existing safety performance of the location, include an aerial photo and map, and outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants. We also propose ***collecting supplemental video data for up to two identified intersections*** over a 24-hour period. Data collection will consist of turning movement counts and speed analytics as well as pedestrian and bicycle counts. Video data will be analyzed for near-miss collisions, speeding analysis, red-light running, pedestrian crossing on opposing green, and intersection blocking. **For one of the projects identified, Kimley-Horn will assist the City with one grant application, for either HSIP or SS4A.**

DELIVERABLES:

- Up to 10 Project Case Study Sheets, Including List of Potential Projects
- Cost Estimates, Mapping, and Cost/Benefit Ratio of Proposed Safety Improvements

Task 7: Final SS4A Plan

No change to the City's scope of services.

Task 8: Internal Interactive Data Analysis Tool with Training

Kimley-Horn will provide the City with a GIS toolbox that can process crash data against the City's roadway and intersections to develop local system crash rates and site-specific crash rates supportive of the HSM's critical crash rate calculation. This tool will enable City staff to update the analysis conducted as part of the SAP and to track changes in safety performance across the City.

Kimley-Horn staff will provide the input roadway and intersection files needed to run the tool. We will provide an in-person walkthrough of the safety analysis process, including the theory behind the calculations, setting up the data needed to run the tool, how to run the GIS tool, and how to update the corresponding spreadsheets to complete an updated network screening process. These tools were developed for use by qualified safety professionals and are therefore not commercial-grade products. They will be provided as-is with appropriate documentation.

Task 9: Video Animation/Rendering

Kimley-Horn will provide a 3D video animation and rendering of one proposed priority project location, selected by the City. We will utilize 3D AutoCAD, 3DS Max, and/or Revit for the 3D modeling software. We will utilize V-Ray, Enscape, and/or Twinmotion for 3D visualization software to create a 3D real-time, immersive interactive environment.

Video quality will be a minimum of 1080p (Full HD) and 60 frames per second (FPS) for sharing on social media platforms, with the capability to export at 2.7K and 4K.

The video will show the project after completion and highlight the proposed safety improvements and design and operational features. The video will be used by the City to highlight the benefits and improvements of the proposed project to the public and other stakeholders.

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

See attached

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Date: January 4, 2024
Revised: October 1, 2024

Table of Contents

Article 7 Purpose 6
7.1 Purpose. 6
Article 8 USDOT Role 6
8.1 Division of USDOT Responsibilities. 6
8.2 USDOT Program Contact. 7
Article 9 Recipient Role 7
9.1 Statements on the Project. 7
9.2 Statements on Authority and Capacity. 7
9.3 USDOT Reliance. 8
9.4 Project Delivery. 8
9.5 Rights and Powers Affecting the Project. 8
9.6 Notification of Changes to Key Personnel. 8
Article 10 Award Amount, Obligation, and Time Periods 9
10.1 Federal Award Amount 9
10.2 Federal Obligations. 9
10.3 Budget Period 10
10.4 Period of Performance. 10
Article 11 Statement of Work, Schedule, and Budget Changes 11
11.1 Notification Requirement. 11
11.2 Statement of Work Changes. 11
11.3 Schedule Changes. 11
11.4 Budget Changes. 11
11.5 USDOT Acceptance of Changes. 12
Article 12 General Reporting Terms 12
12.1 Report Submission. 12
12.2 Alternative Reporting Methods. 12
12.3 Paperwork Reduction Act Notice. 13
Article 13 Progress and Financial Reporting 13
13.1 Quarterly Performance Progress Reports. 13
13.2 Quarterly Financial Status. 13
Article 14 Performance Reporting 13
14.1 Baseline Performance Measurement. 13
14.2 SS4A Final Report 13
Article 15 Noncompliance and Remedies 15
15.1 Noncompliance Determinations. 15
15.2 Remedies. 15
15.3 Other Oversight Entities. 16
Article 16 Agreement Termination 16
16.1 USDOT Termination. 16
16.2 Closeout Termination. 17
16.3 Post-Termination Adjustments. 17
16.4 Non-Terminating Events. 17
16.5 Other Remedies. 17
Article 17 Monitoring, Financial Management, Controls, and Records 18
17.1 Recipient Monitoring and Record Retention. 18
17.2 Financial Records and Audits. 18
17.3 Internal Controls. 18
17.4 USDOT Record Access. 18
Article 18 Contracting and Subawards 19
18.1 Build America, Buy America 19

18.2 Small and Disadvantaged Business Requirements. 21
18.3 Engineering and Design Services. 21
18.4 Foreign Market Restrictions. 21
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. ..22
18.6 Recipient Responsibilities for Subawards. 22
18.7 Subaward and Contract Authorization. 22
Article 19 Costs, Payments, and Unexpended Funds 22
19.1 Limitation of Federal Award Amount. 22
19.2 Projects Costs. 22
19.3 Timing of Project Costs. 22
19.4 Recipient Recovery of Federal Funds. 22
19.5 Unexpended Federal Funds. 23
19.6 Timing of Payments to the Recipient. 23
19.7 Payment Method. 23
19.8 Information Supporting Expenditures 23
19.9 Reimbursement Frequency. 23
19.10 Match. 23
Article 20 Liquidation, Adjustments, and Funds Availability 23
20.1 Liquidation of Recipient Obligations. 23
Article 21 Agreement Modifications 24
21.1 Bilateral Amendments. 24
21.2 Unilateral Contact Modifications. 24
21.3 USDOT Unilateral Modifications. 24
21.4 Other Modifications. 24
Article 22 Climate Change and Environmental Justice 24
22.1 Climate Change and Environmental Justice. 24
Article 23 Racial Equity and Barriers to Opportunity 25
23.1 Racial Equity and Barriers to Opportunity. 25
Article 24 Federal Financial Assistance, Administrative, and National Policy Requirements 25
24.1 Uniform Administrative Requirements for Federal Awards. 25
24.2 Federal Law and Public Policy Requirements. 25
24.3 Federal Freedom of Information Act. 25
24.4 History of Performance. 25
24.5 Whistleblower Protection. 25
24.6 External Award Terms and Obligations. 26
24.7 Incorporated Certifications. 26
Article 25 Assignment 26
25.1 Assignment Prohibited. 26
Article 26 Waiver 27
26.1 Waivers. 27
Article 27 Additional Terms and Conditions 27
27.1 Effect of Planning and Demonstration or Implementation Award. 27
27.2 Disclaimer of Federal Liability. 27
27.3 Environmental Review 27
27.4 Railroad Coordination. 28
27.5 Relocation and Real Property Acquisition. 29
27.6 Equipment Disposition. 29
Article 28 Mandatory Award Information 29
28.1 Information Contained in a Federal Award. 29
Article 29 Construction and Definitions 30
29.1 Attachments. 30
29.2 Exhibits. 30

29.3 Construction. 30
29.4 Integration. 30
29.5 Definitions. 30
Article 30 Agreement Execution and Effective Date 31
30.1 Counterparts. 31
30.2 Effective Date. 31

Index of Definitions

Administering Operating Administration 7
Environmental Review Entity……....25
Federal Share 11
FHWA..... 7
NOFO..... 6
OMB 11
Program Statute..... 28
Project……19
Project Closeout 16
SS4A Grant 28
USDOT 6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B

unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes.

If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by

FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of BIL:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) the percent of funds spent in, and providing benefits to, underserved communities; and

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access

to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section **Error! Reference source not found.** does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2023" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2023" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are

subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" means articles, materials, or supplies —that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- optical fiber;
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"Manufactured products" means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"Section 70917(c) materials" cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms").

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization. If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been

spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2)

the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

(a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 25
ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent

with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

27.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts unless Attachments D-F are not required for certain Planning and Demonstration Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program", dated January 4, 2024, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 **Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

EXHIBIT "B"
SCHEDULE OF SERVICES

[see attached]

Task 10: Optional Additional Collision and Roadway Analysis

As part of Task 10, Kimley-Horn will conduct further evaluation and potential project development of up to five (5) additional locations to be identified based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles. We will provide recommendations for operational safety improvements and develop project sheets for up to three (3) of the high crash locations to improve roadway, traffic, and pedestrian safety based on the countermeasures selection approach and toolbox established and accepted by the City.

Draft Schedule

Kimley-Horn has prepared a draft project schedule below.

		4/7/2025	4/21/2025	5/5/2025	5/19/2025	6/2/2025	6/16/2025	6/30/2025	7/14/2025	7/28/2025	8/11/2025	8/25/2025	9/8/2025	9/22/2025	10/6/2025	10/20/2025	11/3/2025	11/17/2025	12/1/2025	12/15/2025	12/29/2025	1/12/2025	1/26/2025
Task 1	**Project Management**																						
	Project Management, Meetings, and Coordination																						
	Stakeholder Outreach																						
	Public Outreach and Education															O/W							
Task 2	**Document Review**				TM																		
	Review Best Practices, Existing Plans, Programs, and Policies																						
Task 3	**Data Collection**						TM	FV															
Task 4	**Collision and Roadway Data Analysis**																						
Task 5	**Countermeasure Selection**														M/TM								
Task 6	**Develop Safety Projects**																						
Task 7	**Final SS4A Plan**																D						
7.1	Draft SS4A Plan																						F/W
7.2	Final SS4A Plan																						

Consultant Effort
City Review
TM Technical Memorandum
FV Field Visit
M Matrix
W Website
D Draft
F Final
O Outreach

EXHIBIT "C"
COMPENSATION

[see attached]

8. FEE PROPOSAL

City of Ontario
Citywide Comprehensive Safety Action Plan - Safe Streets and Roads for All (SS4A)

Kimley-Horn and Associates, Inc.			
TASK DESCRIPTION		TOTAL COST*	
Task 1	**Project Management**	**$**	**94,459.25**
1.1	Project Management	$	39,469.28
1.2	Stakeholder Outreach	$	22,256.51
1.3	Public Outreach	$	32,733.45
Task 2	**Document Review**	**$**	**17,692.23**
Task 3	**Data Collection**	**$**	**21,029.73**
Task 4	**Collision and Roadway Data Analysis**	**$**	**16,905.46**
4.1	Analysis of Crash Data	$	16,905.46
Task 5	**Countermeasure Selection**	**$**	**22,599.50**
Task 6	**Develop Safety Projects**	**$**	**104,195.10**
6.1	Develop Case Study Sheets	$	90,009.10
6.2	Grant application	$	14,186.00
Task 7	**Final SS4A Plan**	**$**	**62,437.14**
7.1	Draft SS4A Plan	$	41,762.23
7.2	Final SS4A Plan	$	20,674.91
Task 8	**Internal Interactive Data Analysis Tool with Training**	**$**	**14,003.91**
Task 9	**Video Animation/Rendering**	**$**	**28,801.41**
Task 10	**Optional Additional Collision and Roadway Analysis**	**$**	**40,212.37**
	Subtotal Labor:	**$**	**422,336.10**
Other Direct Costs		**$**	**20,000.00**
	Travel/Mileage	$	1,250.00
	Near-Miss Data Collection (2 locations)	$	18,000.00
	Outside Printing	$	500.00
	Fed Ex/Courier/Overnight delivery	$	250.00
	TOTAL COST:	**$**	**442,336.10**

*Kimley-Horn's Lump Sum Fee is based using our Kimley-Horn Federally audited Indirect Cost Rate. We can provide input for backup for the City's progress reporting for the invoices for federal reimbursement. Other Direct Costs will be billed at actual cost

Kimley»Horn

Rate Schedule

Effective through 06/30/2026

Classification	Billing Rate per Hour*
Analyst I	$157.83
Analyst II	$172.73
Professional I	$212.42
Professional II	$247.64
Sr. Professional I	$286.57
Sr. Professional II	$350.20
Sr. Professional III	$424.32
Support Staff	$115.54

*Rates are effective through June 30, 2026, and will be escalated 5% yearly on July 1st.

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Craig Cruz Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea M Lopez, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A RESOLUTION OF INTENT TO DESIGNATE PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE FOR THE BENEFIT OF ADJACENT RESIDENCES**

RECOMMENDATION: That the City Council adopt a Resolution declaring the intent to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences and to set the date, time, and place for a public hearing to consider the matter.

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

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

BACKGROUND & ANALYSIS: Residents in the neighborhood near Lynn Haven Court and Sultana Avenue contacted City Staff with concerns regarding non-resident vehicles parking within their neighborhood. Residents have stated that they have difficulty finding parking near their homes and observed litter in the parkway adjacent to non-resident vehicles. Because of the safety and quality of life concerns, Staff evaluated the proposed permit parking zone and observed non-resident vehicles parking in the neighborhood. Municipal Code Section 4-6.1305 states that permit parking zones can be considered if the vehicles causing on-street parking concerns are non-resident vehicles.

The proposed permit parking zone is shown in Exhibit "A". Following adoption of the Resolution declaring intent, City Staff will notify residents in the vicinity of the proposed permit parking zone. Residents will also have an opportunity to comment at a public hearing on this item.

If approved by the City Council, the date and time for a public hearing shall be fixed as Tuesday, May 20, 2025, at 6:30 p.m. in the City Council Chambers, to consider this request.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO DESIGNATING PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE AND TO SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING.

WHEREAS, the City Council of the City of Ontario, California, declares its intention to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone; and

WHEREAS, Section 4-6.1305 of the City of Ontario Municipal Code authorizes the City Council to establish certain residential streets, or portions thereof as a permit parking zone for the benefit of the adjacent residences; and

WHEREAS, the City Council must find:

1. That such zone is necessary to provide reasonably available and convenient parking for the benefit of the adjacent residences;

2. That the proposed zone is desirable to encourage the use of carpooling;

3. That the proposed zone is desirable to enhance or protect the quality of life in the area of the proposed zone;

4. That the proposed zone will tend to encourage nonresident vehicles to park in off-street parking facilities; and

WHEREAS, the City Council must consider:

1. Whether nonresident vehicles do or may substantially and regularly interfere with the use by or for the benefit of adjacent residences of a majority of available public street parking spaces in the proposed permit parking zone, and whether such interference occurs at regular and significant intervals;

2. Whether nonresident vehicles driven or parked in the proposed permit parking zone are a source of unreasonable litter, noise, traffic hazards, environmental pollution, or devaluation of real property in the area of the proposed permit parking zone;

3. Whether the occupants of adjacent residences in the proposed permit parking zone desire its establishment;

4. Whether a shortage of residential-related parking spaces exists in the area of the proposed permit parking zone;

5. Whether an alternative solution is feasible or practical; and

WHEREAS, D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue are residential streets impacted by nonresident vehicles; and

WHEREAS, notice is hereby given that on Tuesday, the 20th day of May 2025, at the hour of 6:30 p.m., in the City Council Chambers of the City Hall of the City of Ontario, California, is the time and place fixed for hearing all persons interested in, or objected to, the proposed permit parking zone.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario, California, authorizes the commencement of determination of establishing a residential permit parking zone in portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

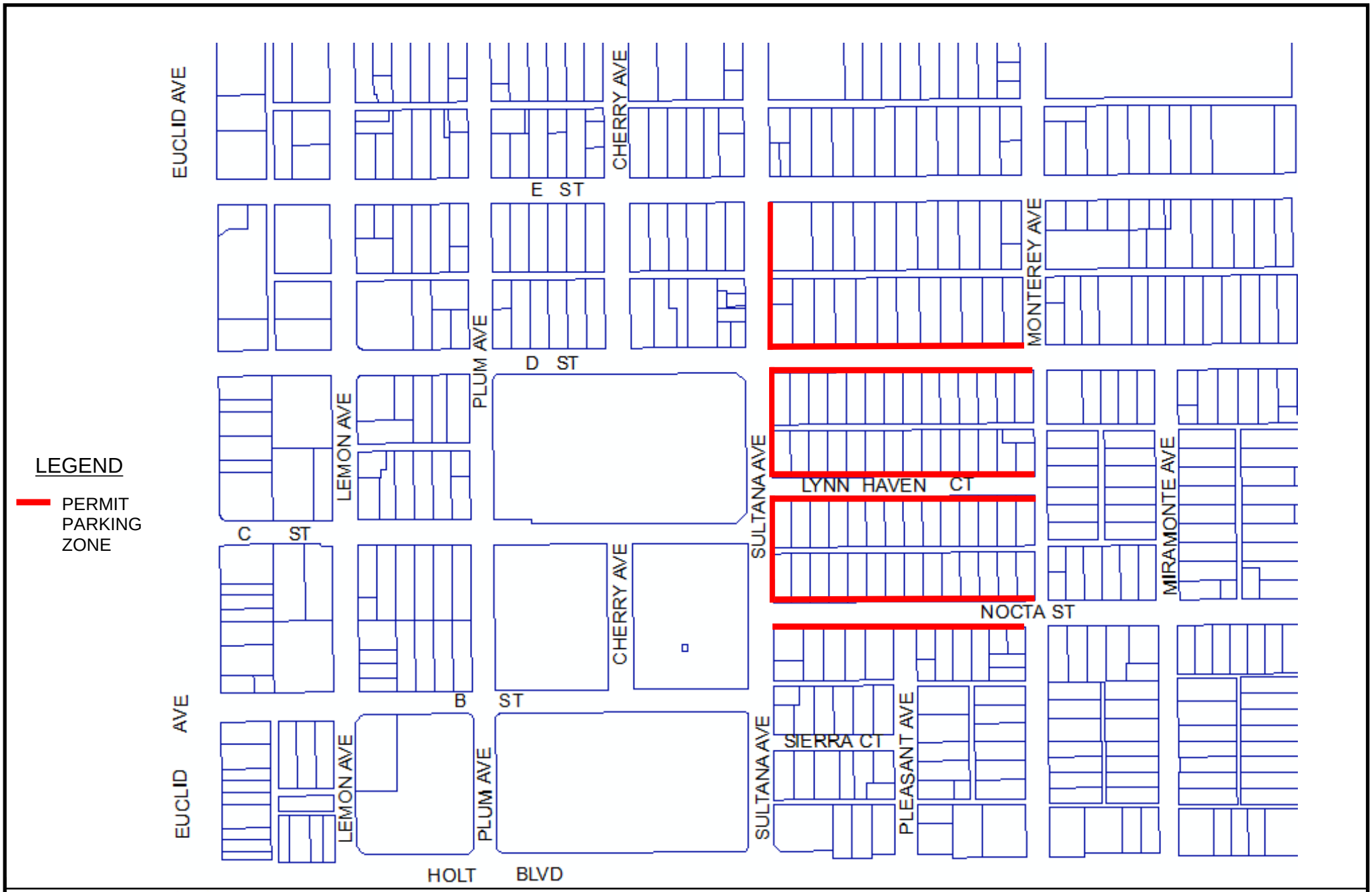
_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)



CITY OF ONTARIO

CITY OF ONTARIO

EXHIBIT "A"
PERMIT PARKING ZONE

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

SUBJECT: **A RESOLUTION TO DESIGNATE A PORTION OF LAUREL AVENUE AS A ONE-WAY STREET AND DIAGONAL PARKING ZONE**

RECOMMENDATION: That the City Council adopt a Resolution to designate a portion of Laurel Avenue as a one-way street and diagonal parking zone.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the General Fund for costs related to striping, signage production, and installation.

BACKGROUND & ANALYSIS: Residents and businesses in the downtown area near Laurel Avenue have contacted Staff with concerns regarding safety and parking. Both parties have stated that they have had difficulty entering Holt Boulevard from Laurel Avenue and difficulty finding parking. Staff observed the challenges some vehicles had making left turns onto Holt Boulevard from Laurel Avenue and the parking impacts in the area. To address the safety and quality of life concerns, Staff is proposing to convert a section of Laurel Avenue to a one-way street and establish a diagonal parking zone as shown in the attached Exhibit A.

Designating Laurel Avenue from Holt Boulevard to Transit Avenue as a one-way street would eliminate the left turn conflict at Holt Boulevard and encourage vehicles to utilize nearby Palm Avenue and Fern Avenue, which would be further from the busy intersection of Holt Boulevard and Euclid Avenue. Establishing Laurel Avenue from Holt Boulevard to Transit Avenue as a diagonal parking zone would provide three (3) additional parking spaces in the area.

The Resolution, if adopted, would authorize the designation of Laurel Avenue from Holt Boulevard to Transit Avenue as a one-way street and diagonal parking zone.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DESIGNATING PORTIONS OF LAUREL AVENUE AS A ONE-WAY STREET AND DIAGONAL PARKING ZONE.

WHEREAS, Section 4-6.601 of the City of Ontario Municipal Code authorizes the City Council to designate certain streets or alleys, or portions thereof as a one-way street; and

WHEREAS, Section 4-6.1106 of the City of Ontario Municipal Code authorizes the City Council to establish certain streets, or portions thereof as a diagonal parking zone; and

WHEREAS, the City Council found:

1. That vehicles have challenges entering Holt Boulevard from Laurel Avenue;

2. That the designation of Laurel Avenue as a one-way street will enhance the safety in the area;

3. That Laurel Avenue is a public street that is parking impacted by residents and businesses in the area;

4. That establishing Laurel Avenue as a diagonal parking zone is desirable to improve or protect the quality of life in the area;

5. That the City Traffic Engineer is directed to post and maintain appropriate signs to implement this resolution.

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

SECTION 1. That pursuant to Section 4-6.601 of the City of Ontario Municipal Code, Laurel Avenue from Holt Boulevard to Transit Street is designated as a one-way street.

SECTION 2. That pursuant to Section 4-6.1106 of the City of Ontario Municipal Code, Laurel Avenue from Holt Boulevard to Transit Street is established as a diagonal parking zone.

SECTION 3. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino, California.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
Laurel Avenue Proposed One-Way Street and Diagonal Parking Zone

Not to Scale

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CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Jessica Ban Department: Prepared By: Jessica Ban Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Matthew Hernandez, Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **A DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT AGREEMENT (FILE NO. PDIF23-001) BETWEEN THE CITY OF ONTARIO AND BON VIEW INDUSTRIAL LLC AND BONVIEW GREEN LLC FOR FACILITY CONSTRUCTION ASSOCIATED WITH THE DEVELOPMENT PLAN (FILE NO. PDEV21-030), LOCATED 1932 SOUTH BON VIEW AVENUE, APPROXIMATELY 132 FEET NORTH OF CEDAR STREET, WITHIN THE IG (GENERAL INDUSTRIAL) ZONING DISTRICT**

RECOMMENDATION: That the City Council approve the Development Impact Fee ("DIF") Credit and Reimbursement Agreement (File No. PDIF23-001) ("DIF Agreement") between the City of Ontario ("City") and Bon View Industrial LLC, as "(Developer"), and Bonview Green LLC, as ("Property Owner"), for facility construction associated with the Development Plan (PDEV21-030) ("Development Plan"), located 1932 South Bon View Avenue, approximately 132 feet North of Cedar Street, within the IG (general industrial) zoning district; and authorize the City Manager to execute the Agreement.

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

FISCAL IMPACT: The Development Plan and related conditions of approval ("COA") require Developer to construct water infrastructure improvements with an estimated cost of $1,422,877. The proposed DIF Agreement defines the amount of DIF credit and reimbursement the Developer may be eligible to receive. The Developer is conditioned to construct water infrastructure improvements along Bon View Avenue that are included in the City's DIF Program, Original Model Colony Local Adjacent Water (DIF Project No. WT-022); and the City's Capital Improvement Program. The DIF credit the Developer will receive upon completion of the infrastructure improvements may be exchanged for a refund of DIF fees that was paid by the Developer (up to the Developer's

maximum DIF obligation) in the Local Adjacent Water DIF category. A Quarterly Budget Update Report will be presented to the City Council for consideration that will include appropriation estimated at $1,041,063 from the Water Enterprise Fund to reimburse the Developer for the new laterals and tie-overs associated with the new water main infrastructure improvements. The final reimbursement amount shall be determined by Ontario Municipal Utilities Company and the City's Engineering Department upon review and approval of the actual eligible costs for the infrastructure improvements. The Developer's total reimbursement shall not exceed the approved actual eligible costs as prescribed in the DIF Agreement, and has no fiscal impact on the City's General Fund. Property Owner has waived any and all rights to DIF credit and/or DIF reimbursement under this DIF Agreement.

BACKGROUND & ANALYSIS: On December 20, 2021, the Planning Commission adopted Resolution No. PC21-091 approving the Development Plan to construct a 174,603 square foot industrial warehouse building (with a floor area ratio of 0.54 located 1932 South Bon View Avenue, approximately 132 feet north of Cedar Street within the IG (general industrial) zoning district.

In accordance with the Development Plan and COA, the Developer is required to construct DIF and Capital Improvement Program infrastructure to serve the property. Improvements include the installation of water facilities generally located along Bon View Avenue from Cedar Street to Francis Street, and the necessary laterals and tie-overs to connect from the new water main to the existing services and meters.

Pursuant to the City's adopted DIF credit and/or reimbursement policies, construction of DIF Program facilities requires the Developer and City to enter into a DIF Credit and/or Reimbursement Agreement, which specifies the infrastructure to be constructed by the Developer; and includes an estimate of the maximum DIF credit that may be applied in the applicable Regional/Local DIF categories. This infrastructure improvement is within the General City local adjacent water category. Since the maximum eligible costs in the DIF Agreement for the required infrastructure exceeds the Developer's DIF obligation, the Developer is eligible to receive DIF credit under the proposed DIF Agreement.

The proposed Agreement complies with the City's DIF policies, and conforms with the approved Development Plan and associated COA. Under the provisions of the City's DIF Program, the City Manager is authorized to execute this DIF Agreement upon approval by the City Council.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF23-001

DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario,
a California municipal corporation

and

Bon View Industrial LLC,
a Delaware limited liability company, as Developer

and

Bonview Green LLC,
a California limited liability company, as Property Owner

_____, 2025

San Bernardino County, California

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DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO, BON VIEW INDUSTRIAL LLC, AND BONVIEW GREEN, LLC (FILE NO. PDIF23-001)

This **DEVELOPMENT IMPACT FEE CREDIT AND REIMBURSEMENT AGREEMENT** ("**Agreement**"), entered into this _____ day of _____, 2025, between the **CITY OF ONTARIO,** a California municipal corporation, hereinafter referred to as the "**City**," and **BON VIEW INDUSTRIAL LLC,** a Delaware limited liability company, hereinafter referred to as the "**Developer**," and **BONVIEW GREEN, LLC**, a California limited liability company as the "**Property Owner**."

RECITALS

A. Developer is the developer of the property located within the City, which property has received approvals from the City for a Development Plan (File No. PDEV21-030) to construct a 174,603 square-foot industrial building on approximately 7.47 acres, located at 1932 South Bon View Avenue, approximately 132 feet north of Cedar Street, within the IG, General Industrial Zoning District (the "**Development Plan**"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "**Property**"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. Pursuant to that certain Purchase and Sale Agreement by and between Developer and Property Owner dated February 3, 2025, as evidenced by that certain Grant Deed recorded in the Official Records of San Bernardino County on February 27, 2025 as Instrument No. 2025-0043644, Developer sold and transferred and Property Owner purchased and acquired the Property ("**Property Sale**").

C. Notwithstanding the Property Sale, Developer and Property Owner acknowledge and agree that the Developer shall retain all rights and obligations under this Agreement, including but not limited to the right to DIF Credit and DIF Reimbursement, and that Property Owner has waived any and all rights to any DIF Credit and/or DIF Reimbursement as set forth in this Agreement.

D. As a condition of the development approvals for the Property, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements (hereinafter referred to collectively as the "**Improvements**"). The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

E. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("**DIF Fees**") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an

agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees (as defined below) in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

F. Developer has assumed all rights, responsibilities and obligations of the development of the Property in accordance with the approved Development Plan (File No. PDEV21-030), including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project, and eligible for DIF Credit and DIF Reimbursement from the Water Enterprise Fund, pursuant to the terms of this Agreement.

G. City, Developer and Property Owner have agreed that the costs to design and construct the Improvements shall be eligible for DIF Reimbursement in accordance with the City's General City DIF Reimbursement policies as contained in the City's DIF Program (as defined below) and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135 and 2022-133, and that notwithstanding the Property Sale, Developer shall be entitled to such DIF Credit and DIF Reimbursement in accordance with the City's DIF Program and such Ordinances and Resolutions and as further set forth below in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. **Definitions**. For purposes of this Agreement, the terms below shall be defined as follows:

"**Acceptable Title**" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"**Acceptance Date**" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement, or (ii) the date determined pursuant to Section 3 below.

"**Bid Documents**" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"**Certificate of DIF Credit**" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"**Certificate of DIF Reimbursement**" means a City certificate for the issuance of DIF Reimbursement to Developer in the form attached hereto as Exhibit 7.

"**City Manager**" means the City Manager of the City or his or her designee.

"**City Engineer**" means the City's City Engineer or his or her designee.

"**Completed**", "**Complete**" and "**Completion**" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "**Completed**" or "**Completion**" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"**Days**" shall mean business days unless otherwise stated.

"**Developer Contract**" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"**Development Plan**" has the meaning set forth in Recital A above.

"**DIF**" or "**Development Impact Fees**" or "**DIF Fees**" means the development impact fees imposed within the General City and, if applicable, Ontario Ranch area, pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, and 2022-133, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"**DIF Credit**" means credits earned against the payment of DIF pursuant to this Agreement.

"**DIF Credit/Reimbursement Request**" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits or DIF Reimbursement, with respect to one or more Improvements.

"**DIF Reimbursement**" means reimbursements earned pursuant to this Agreement to be paid from future DIF and/or from any other source, including the City's Water Enterprise Fund; *provided however*, that nothing contained in this Agreement shall be construed as an obligation or appropriation of general fund monies by the City.

"**DIF Obligation**" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"**DIF Program**" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"**Effective Date**" means the date set forth in the first paragraph of this Agreement.

"**Eligible Cost**" means the substantiated cost of an Improvement to be used in calculating DIF Credit or DIF Reimbursement amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i).

"**Improvement**" or "**Improvements**" means the public improvements required to support the development of the property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"**Program Cost**" or "**DIF Program Cost**" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No.2022-133 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the Improvement is Completed.

"**Usable**" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the

foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "**Usable**" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. **Construction and Funding of Improvements by Developer**.

(a) Developer shall commence the Improvements in accordance with the terms of the Development Plan and this Agreement, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement.

(b) City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements as necessary to assure the timely and satisfactory Completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

(c) The Developer shall not be relieved of its obligation to construct the Improvements and to cause title to the Improvements to be conveyed to the City even if the DIF Credit or DIF Reimbursement amount is less than the actual cost of the Improvements.

3. **Inspection and Acceptance of Completed Improvement by City**. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur not later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. **Conveyance of Acceptable Title to City**. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, if applicable, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. **Maintenance and Warranties to be provided to City**. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City, all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement.

(a) With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "**Warranty Period**"), and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. **Issuance of DIF Credit or DIF Reimbursement to Developer**. Developer shall receive DIF Credits or DIF Reimbursement pursuant to terms set forth herein equal to the verified Eligible Costs of the Improvements (or accepted portion of the

Improvements). Issued DIF Credits or DIF Reimbursement shall specify the DIF applicable infrastructure category and whether the DIF Credits or DIF Reimbursement is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. **Limitations on the Issuance of DIF Credit or DIF Reimbursement to Developer upon Completion of an Improvement**. The amount of DIF Credit or DIF Reimbursement to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit/Reimbursement Request is submitted to the City.

(a) If applicable, to the extent that NMC Builders LLC incurred the costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten (10%) of the DIF Program Costs, for such design cost portion of the Improvements shall be issued to NMC Builders LLC.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. **Issuance of a Certificate of DIF Credit or Certificate of DIF Reimbursement**. When an Improvement is Complete, Developer shall submit a DIF Credit/Reimbursement Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit/Reimbursement Request and notify Developer of whether the DIF Credit/Reimbursement Request is considered complete or if additional information is needed from Developer. Once the DIF Credit/Reimbursement Request is considered complete, the City Manager or designee shall use his or her best efforts to determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit and/or Certificate of DIF Reimbursement within twenty (20) Days following receipt of the completed DIF Credit/Reimbursement Request.

9. **DIF Program Modifications**. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. **Assignment of DIF Credits/Reimbursements**. Developer shall have the right to transfer or assign DIF Credits and/or DIF Reimbursement provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; *provided, however*, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment of Developer's DIF Credits and/or DIF Reimbursement, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager or designee, in writing, of such sale, transfer or assignment, and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits and/or DIF Reimbursement transferred, as provided in Exhibit 8 of this Agreement.

(b) Except for the limited assignment in Section 10(a) above of DIF Credits and/or DIF Reimbursements, any assignment by Developer of any of the obligations of Developer under this Agreement (a "**DIF Improvement Assignment**" substantially in the form of Exhibit 7 attached hereto) with regards to the Improvements listed in Exhibit 2, shall identify the Improvements that are the subject of the DIF Improvement Assignment and require the written approval of the City Manager or designee, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 26 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor-in-interest with respect to all or a part of the Property (a "**Successor Developer**") in accordance with Section 10(b), and the Successor Developer obtains DIF Credit and/or DIF Reimbursement pursuant to this Agreement upon the Successor Developer's completion of the Improvements identified in the DIF Improvement Assignment:

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit and/or DIF Reimbursement by complying only with Section 10(a) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit and/or DIF Reimbursement to other Successor Developers who acquire other portions of the Property by complying only with Section 10(a) above, if the sale, transfer or assignment of such DIF Credit and/or DIF Reimbursement occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

(d) It is acknowledged and agreed the Developer retains all rights to DIF Credit and/or DIF Reimbursement pursuant to this Agreement, and that Developer has not transferred or assigned DIF Credits and/or DIF Reimbursements to the Property Owner in connection with the Property Sale, entered into a DIF Improvement Assignment with the Property Owner, and that the Property Owner does not constitute a Successor Developer under this Agreement.

(e) Property Owner acknowledges and agrees it has waived any and all rights to DIF Credit and/or DIF Reimbursement under to this Agreement. To the extent any dispute arises as to Property Owner's right or claim to a DIF Credit and/or DIF Reimbursement under this Agreement, such dispute shall be exclusively between Developer and Property Owner. Accordingly, City shall have no liability to Property Owner for the issuance of a DIF Credit or DIF Reimbursement to Developer, and Property Owner hereby holds the City free and harmless and shall defend and indemnify the City (in general accordance with the Developer's indemnity obligations as set forth in Section 19 below) from and against any dispute or claim made or asserted by Property Owner arising from or relating to a DIF Credit and/or DIF Reimbursement pursuant to this Agreement.

11. **DIF Reimbursements**. Developer shall only be eligible to receive DIF Reimbursements when Developer's total verified Eligible Costs for all DIF Program Improvements constructed and Completed by Developer within the Regional or Local Adjacent DIF category exceeds Developer's total DIF Obligation for Regional or Local Adjacent portion of such DIF Category. If any amount of DIF Reimbursement is issued, the amount and nature of the DIF Reimbursement shall be evidenced by a Certificate of DIF Reimbursement, in the form set forth in Exhibit 7. The Certificate of DIF Reimbursement that is issued by the City shall specify that the DIF Reimbursement shall only apply to the Regional or Local Adjacent portion of the respective DIF category for the Completed Improvement(s). Prior to the issuance of a Certificate of DIF Reimbursement, the City Manager, shall review and approve the total amount of the actual Eligible Costs of the Completed and accepted Improvement(s). Any DIF Reimbursement amount paid to Developer is to be paid from the Regional or Local Adjacent respective DIF category collected by the City and designated for the cost of construction of DIF Program Improvement(s), and the City shall not be obligated to pay the DIF Reimbursements amount except from the Regional or Local Adjacent respective DIF category fees collected and held by the City. Subject to the provisions of Section 12.2 below, the amount of DIF Reimbursement to be issued by City shall be limited to the amount of DIF Program Costs for the Improvement (or accepted portion of the Improvement) in effect at the time the DIF Credit/Reimbursement Request is submitted to the City; *provided, however*, the foregoing shall not limit Developer's rights under Section 13 with respect to Water Enterprise Fund Reimbursements.

12. **Terms of DIF Reimbursements**.

12.1 **Reimbursement Procedure**. City shall reimburse to Developer the DIF Reimbursement amount (without interest) only from the Regional or Local Adjacent respective DIF category, as set forth in Exhibit 4, for which the Certificate of DIF Reimbursement is issued. Following the Completion of those Improvements subject to DIF Reimbursement, Developer shall submit a DIF Credit/Reimbursement Request to the City in accordance with the procedures set forth in Section 8, and upon review and approval of the actual Eligible Costs, the City shall issue a Certificate of DIF Reimbursement in accordance with the procedures set forth in Section 11. The DIF

Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit/Reimbursement Request is submitted to the City.

12.2 **Review and Determination of Availability of Funds**. On the first July 1st that is at least one year after the Effective Date of this Agreement, City shall conduct a review to determine the availability of funds, if any, for reimbursement. The City will perform a review of the amount of DIF that have been received for the applicable Regional or Local Adjacent portion of the DIF category. No interest will be credited on any outstanding DIF Reimbursement amounts. Thereafter, on each July 1st and upon written request from Developer, City shall conduct a review to determine the availability of funds, if any, for reimbursement, and shall confirm to Developer whether the City has sufficient funds to honor its reimbursement obligations pursuant to this Agreement within 90 days from Developer's request. Such funds shall be determined to be available for reimbursement to Developer only after the satisfaction of any pre-existing City reimbursement obligations, including but not limited to those set forth in Section 12.3. The City hereby represents that as of the Effective Date, the City has sufficient funds to reimburse Developer. Following the City's determination that it has sufficient funds to reimburse Developer pursuant to this Section 12.2, the City shall reimburse Developer within ninety (90) days of delivery of the City's determination. Developer is entitled to receive reimbursement for a period not to exceed ten (10) years following the date of Completion of the Improvement(s) identified in Exhibit 4, up to the total DIF Reimbursement amount. Any approved amount over the maximum Eligible Cost shall be included as part of the City's next *Development Impact Fee Calculation and Nexus Update Report* (the "**DIF Update**"), and upon approval of the DIF Update by the City Council, the City shall reimburse the remaining amount not previously issued to Developer.

12.3 **Order of Priority for Reimbursement**. When it is determined by the City that funds are available for reimbursement, the priority for reimbursement shall be based upon the date of issuance of the Certificate of DIF Reimbursement with the earliest date of issuance being reimbursed in full before the next Certificate of DIF Reimbursement is paid.

13. **Water Enterprise Fund Reimbursement**. Pursuant to the Development Plan approvals for the Improvement, Developer is conditioned to construct and complete the Improvements identified in Exhibit 3. Should Developer construct and Complete the Improvements identified in Exhibit 3, Developer shall be entitled to the "Water Enterprise Fund Reimbursement" in accordance with Section 13.1 below. Prior to issuance of the Water Enterprise Fund Reimbursement, the City Manager shall review and approve the total amount of the actual Eligible Costs of the Completed and accepted Improvement(s) designated as Water Enterprise Fund segments as set forth in Exhibit 4. Any Water Enterprise Fund Reimbursement amount paid to Developer is to be paid solely from the Water Enterprise Fund, and the City shall not be obligated to pay the Water Enterprise Fund Reimbursement amount from any other source of funds. The City hereby represents that the Water Enterprise Fund has, as of the Effective Date, sufficient funds to honor the Water Enterprise Fund Reimbursement obligations set forth in this Agreement, should the Developer construct the Improvements identified on the approved

plans. The timing and amount of the Water Enterprise Fund Reimbursement payments are subject to availability as reasonably determined by the City.

13.1 **Water Enterprise Fund Terms of Reimbursement**. If the Improvements identified in Exhibit 3 are constructed and Completed by Developer, City shall reimburse Developer up to the maximum Eligible Costs identified in Exhibit 4, and such reimbursement shall be from the Water Enterprise Fund. No reimbursement amount(s) shall be made available from any other source of funds, and in no event from the City's General Fund.

14. **Additional Documents/Actions**. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

15. **Integration**. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Plan. This Agreement, including its Recitals and Exhibits, is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all negotiations or previous agreements between the Parties respecting the subject matter of this Agreement. Except as otherwise specifically provided herein, any prior correspondence, memoranda, agreements, warranties or representations of any kind are all hereby superseded in totality by this Agreement.

16. **Prevailing Wages**. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer 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 Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors 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.

17. **Default and Force Majeure**.

(a) **Default**. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) calendar days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty

(30) calendar days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) calendar days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits, DIF Reimbursements or Water Enterprise Fund Reimbursement that Developer may claim.

(b) **Force Majeure**. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a "**Force Majeure Event**"). An extension of time for any such cause (an "**Excusable Delay**") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such party of its obligations under this Agreement. Without limiting the

nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 17.

18. **Licenses and Permits**. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

19. **Indemnification**. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "**Damages**") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of: (a) the Developer's acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission in breach of this Agreement by the Developer or any of its subcontractors, or their respective officers, employees or agents, required by this Agreement in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

20. **Developer as a Private Developer**. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with constructing the Improvements. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

21. **Other Obligations**. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; *provided, however,* that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

22. **Binding on Successors and Assigns**. Except as set forth in Section 10 or Section 26 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

23. **Amendments**. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

24. **Waivers**. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

25. **No Third Party Beneficiaries**. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

26. **Mortgagee Protection**. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the

lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. City acknowledges that the lenders providing such financing may require certain interpretations and/or modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation and/or modification. City will not unreasonably withhold its consent to any such requested interpretation and/or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; *provided, however,* that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

27. **Notices**. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:

Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:

Bon View Industrial LLC
Attn: Jacob R. LeBlanc
2442 Dupont Drive
Irvine, CA 92612

With a copy to:

c/o Invesco Real Estate
Attn: Kristina Lewison
620 Newport Center Drive
Suite 300
Newport Beach, CA 92660

And to:

c/o Invesco Advisers, Inc.
Attn: Scott Wyatt
2001 Ross Avenue
Suite 3400
Dallas, Texas 75201

with a copy to:

Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 East Guasti Road
Ontario, CA 91761

with a copy to:

SSL Law Firm LLP
Attn: Diane K. Hanna, Esq.
1 Post Street, Suite 2100
San Francisco, CA 94104

If to PROPERTY OWNER:

Bonview Green, LLC
c/o U.S. Merchants Financial Group, Inc.
Attn: Jeff Green
8737 Wilshire Blvd.
Beverly Hills, CA 90211

with a copy to:

Foundation Law Group LLP
Attn: Hamilton N. Tran, Esq.
4100 W. Alameda Avenue, 3rd Floor
Burbank, CA 91505

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

28. **Jurisdiction and Venue**. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. **Attorneys' Fees**. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

30. **Governing Law**. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

31. **Usage of Words**. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

32. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original agreement, but all of which will constitute one and the same agreement.

33. **Severability**. If any section, sentence, clause or phrase of this Agreement 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, and to this end the provisions of this Agreement are severable. The City Council hereby declares that they would have adopted this Agreement and each

section, sentence, subsections, sentences, clauses or phrases to be declared invalid or unconstitutional.

34. **Incorporation by Reference**. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements
Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Form of Certificate of Regional or Local Adjacent DIF Credit
Exhibit 6 – Form of Credit Request
Exhibit 7 – Form of Certificate of DIF Reimbursement
Exhibit 8 – Form of DIF Improvement Assignment

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO,
a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

BON VIEW INDUSTRIAL LLC,
a Delaware limited liability company

Dated: April 8, 2025

By: **BON VIEW INDUSTRIAL PG LLC,**
a Delaware limited liability company,
Its Manager

By: **PDC SOCAL LPIV LLC,**
a Delaware limited liability company,
Its Manager

By: _____
Jacob R. LeBlanc, Local Partner

"PROPERTY OWNER"

BONVIEW GREEN, LLC,
a California limited liability company

Dated: 4-9-25, 2025

By: _____
Jeff Green, Member

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 _____ See attached

On this ___ day of _____, 2025, 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)

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 April 8, 2025 before me, Kathe Washburn, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jacob LeBlanc
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.

KATHE WASHBURN
Notary Public - California
Orange County
Commission # 2471439
My Comm. Expires Nov 13, 2027

Place Notary Seal and/or Stamp Above

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

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: Development Impact Fee Credit and Reimbursement Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jacob R. LeBlanc
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☒ Other: Local Partner
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____
Signer is Representing: _____

©2017 National Notary Association

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 LOS ANGELES

On this 7 day of April, 2025, before me, SUNG WOL PAK, Notary Public, personally appeared Jeff Green, 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)

SUNG WOL PAK
Notary Public - California
Los Angeles County
Commission # 2431078
My Comm. Expires Dec 15, 2028

46700.10300\34006733.2

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 this ___ day of _____, 2025, 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 1

Legal Description of Property

1932 South Bon View Avenue, Ontario

Real property in the City of Ontario, County of San Bernardino, State of California, described as follows:

PARCEL 1 OF LOT LINE ADJUSTMENT NO. LLA 21-016 RECORDED SEPTEMBER 2, 2022 AS INSTRUMENT NO. 2022-0301700 OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 11808, AS PER MAP FILED IN BOOK 158 OF MAPS, PAGES 82 AND 83, AND A PORTION OF THE NORTH HALF OF LOT 6 OF BLOCK "F" OF BLACKBURN'S ADDITION TO ONTARIO AS PER MAP RECORDED IN BOOK 12 OF MAPS, PAGE 55, TOGETHER WITH PARCEL 1 OF PARCEL MAP NO. 2683, AS PER MAP FILED IN BOOK 23 OF PARCEL MAPS, PAGE 31, ALL ALSO BEING LOT 6 OF BLOCK "F" OF BLACKBURN'S ADDITION TO ONTARIO, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 55, EXCEPT THE SOUTHERLY 132.00 FEET OF SAID LOT 6, ALL MAPS IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 OF PARCEL MAP NO. 2683;

THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID PARCEL 1 AND OF SAID LOT 1, ALSO BEING THE WESTERLY LINE OF SAID LOT 6, NORTH 00° 38' 16" WEST 527.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 6, NORTH 89° 23' 09" EAST 660.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, ALSO BEING A POINT ON THE CENTERLINE OF BON VIEW AVENUE, AS SHOWN ON SAID TRACT NO. 11808;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 6 AND SAID CENTERLINE OF BON VIEW AVENUE, SOUTH 00° 38' 50" EAST 527.99 FEET TO THE INTERSECTION OF EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID PROLONGATION AND THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89° 23' 19" WEST 660.14 FEET TO THE POINT OF BEGINNING.

APN: 1050-441-74

Exhibit 2

Map of Property

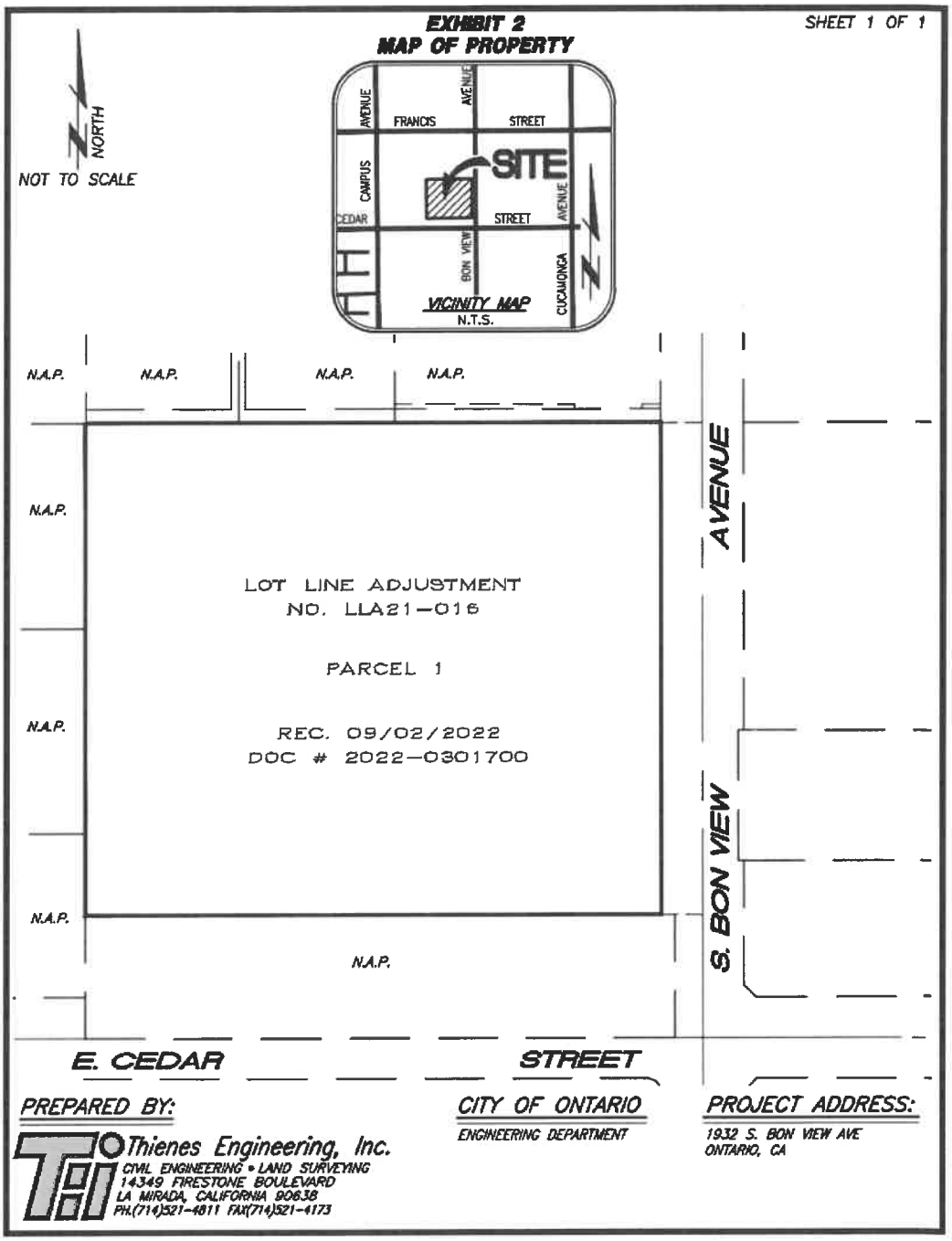


Exhibit 3

Description of Improvements

DIF Eligible Facilities: The "**DIF Eligible Facilities**" consist of the following Components and Segments; *provided, however,* that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Water Facilities					
Project	**DIF Category**	**DIF Program Project No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PDEV21-030	Local Adjacent Water	WT-022	Miscellaneous Up-Sized Facilities (Various Zones)	12 inch water main in Bon View Avenue from Cedar Street to Francis Street	1,340
PDEV21-030	Water Enterprise Fund (OMUC)	N/A	N/A	New laterals and tie-overs to connect to existing services, meters, to the new main above	N/A

Exhibit 4

Estimated Costs of Improvements

Water & Recycled Water Facilities												
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]	Total Project Costs	Segment Cost Percentage	Estimated Eligible Costs	Unit Cost	Contingency Cost	Design Cost	Construction Management Cost
PDEV21-030	Local Adjacent Water	WT-022	Various Sizes Miscellaneous Up-Sized Projects (Various Zones)	12" Water main in Bon View Avenue from Cedar Street to Francis Street.	1,340	$ 5,307,264	7.18%	$ 381,194	$ 224.88	10.00%	11.00%	5.50%
PDEV21-030	Water Enterprise Fund (OMUC)	N/A	N/A	New laterals and tie-overs to connect to existing services, meters, to the new main above	N/A	N/A	N/A	$ 1,041,683	N/A	N/A	N/A	N/A
							Total Local Adjacent Water & Recycled Water	$ 1,422,877				

Total Eligible Facilities: Bon View Industrial LLC			
PDEV21-030	Eligible Improvements to be Constructed		
Infrastructure Category	Total Estimated Eligible Costs	Estimated DIF Obligations	Total Estimated Reimbursement
Local Adjacent Water & Recycled Water System Facilities (DIF Eligible)	$ 381,194	$ 3,208	$ 377,986
Other Sources - Water Enterprise Fund	$ 1,041,683	$ -	$ 1,041,683
Total	$ 1,422,877	$ 3,208	$ 1,419,669

Exhibit 5

FORM OF CERTIFICATE OF REGIONAL OR LOCAL ADJACENT DIF CREDIT

Pursuant to Section 6 of the Development Impact Fee Credit and Reimbursement Agreement for Facility Construction by and between the City of Ontario, and Bon View Industrial LLC, a Delaware limited liability company ("**Developer**"), dated _____, 2025, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "**Fee Credit Agreement**", the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____

Infrastructure Category of DIF: _____

Local Adjacent or Regional Category of DIF: _____

_____

Scott Ochoa, City Manager

Dated: _____

Exhibit 6

Form of Credit Request

The undersigned (the "**Developer**"), hereby requests DIF Credits and DIF Reimbursement in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City of Ontario (the "**City**") as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit and/or reimbursement is requested hereby are Eligible Costs (as defined in the Development Impact Fee Credit and Reimbursement Agreement For Facility Construction by and between the City of Ontario, a California municipal corporation, and Bon View Industrial LLC, a Delaware limited liability company dated _____, 2025 (the "**Fee Credit Agreement**")) and have not been inflated in any respect. The Eligible Costs for which credit and/or reimbursement is requested have not been the subject of any prior Credit Request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit and/or reimbursement is requested.

4. The Improvement for which credit and/or reimbursement is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit or a Certificate of DIF Reimbursement to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER

BON VIEW INDUSTRIAL LLC,
a Delaware limited liability company
By: **BON VIEW INDUSTRIAL PG LLC,**
a Delaware limited liability company,
Its Manager

By: **PDC SOCAL LPIV LLC,**
a Delaware limited liability company,
Its Manager

By: _____
Jacob R. LeBlanc,
Local Partner

Date: _____

THE CITY OF ONTARIO

Credit Request Approved

By: _____
Scott Ochoa, City Manager

Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED CREDIT/REIMBURSEMENT

Improvement	Eligible Costs/Contract Amount	DIF Credit/Reimbursement Requested

[List here all Improvements for
which credit/reimbursement is requested, and attach support documentation]

Exhibit 6

Exhibit 7

Form of Certificate of DIF Reimbursement

CERTIFICATE OF DIF REIMBURSEMENT

Pursuant to Section 11 of the Development Impact Fee Credit and Reimbursement Agreement for Facility Construction by and between the City of Ontario, a California municipal corporation (the "**City**"), and Bon View Industrial LLC, a Delaware limited liability company ("**Developer**"), dated _____2025 (the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "**Fee Credit Agreement**"), the City hereby certifies that Developer is entitled to the following amount and nature of DIF Reimbursement:

Amount of Reimbursement: $_____

Infrastructure Category of DIF: _____

Local Adjacent or Regional Category of DIF
Local Adjacent Water

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 8

FORM OF

ASSIGNMENT, SALE, OR TRANSFER OF DIF CREDIT OR DIF REIMBURSEMENT

FROM _____ to _____

This Assignment, Sale or Transfer of DIF Credit or DIF Reimbursement ("**Transfer Agreement**") is entered into as of _____, 20__, between _____, a _____ "**Transferor**") and _____ ("**Transferee**").

A. [Entity] is a limited liability company formed under the laws of the state of [State].

B. Pursuant to that certain Certificate of DIF Credit or Certificate of DIF Reimbursement (as applicable and referred to as the "**Certificate**") issued by the City of Ontario to [Entity], dated _____, an amount of DIF Credit or DIF Reimbursement was made available to Transferor. A copy of the Certificate issued to [Entity] by CITY is attached hereto and incorporated herein as Exhibit "C-2".

C. Transferee is owner of real property and further described as _____.

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from Transferor, a share of the DIF Credit or DIF Reimbursement, as applicable, issued to Transferor by [Entity].

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. TRANSFER

Transferor hereby assigns, transfers and conveys to Transferee the DIF credit and/or reimbursement of:

DIF Credit/Reimbursement Category	DIF Certificate No.	DIF Credit/Reimbursement Amount

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit or DIF Reimbursement as listed above. Transferee and CITY shall track DIF Credit and DIF Reimbursement as it is redeemed, and the remaining balance to be used, by completing, dating and initialing

Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "C-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit or DIF Reimbursement Transfer:

Transferor has the full power and authority to enter into this Transfer Agreement.

The execution, delivery and performance of this Transfer Agreement will not result in any violation or default under its organizational documents or any instruments to which Transferor is a party.

From and after the date of this Transfer Agreement, Transferor shall have no further rights, title or interest in or to the DIF Credit or DIF Reimbursement, as applicable.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of _____ (property description) in the City of Ontario.

Transferee has the full power and authority to enter into this Transfer Agreement.

This Transfer Agreement, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this Transfer Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties).

If to Transferor: Entity Name: _____
Address: _____
_____
Attention: _____

Phone: _____
Email: _____

If to Transferee: Entity Name:_____
Address: _____
_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

a. Severability. In the event that the application of any of the provisions of this Transfer Agreement are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

b. Counterparts. This Transfer Agreement may be executed in counterparts.

c. Entire Agreement. This Transfer Agreement contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Transfer Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

d. Construction. Every covenant, term and provision of this Transfer Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

e. No Modifications. No supplement, modifications or amendment to this Transfer Agreement shall be binding unless executed in writing by both parties.

f. Further Assurances. Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Transfer Agreement.

[If applicable: Effect of NMC Agreement and Certificate. This DIF Credit Transfer Agreement is, and shall remain, subject to the terms and conditions of the DIF Credit Certificate as may be amended by the parties thereto from time to time.]

g. No Third Party Beneficiaries. This Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Transfer Agreement.

[*Signatures on next page*]

IN WITNESS WHEREOF, Transferor and Transferee have duly executed this Transfer Agreement as of the date first written above.

TRANSFEROR:

Entity Name, a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____ a _____

By: _____

By: _____

(All Signatures must be notarized)

Exhibit 8

46700.10300\34006733.2

EXHIBIT "C-2" to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____

Date Assigned: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

Exhibit 8

46700.10300\34006733.2

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Department: Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A RESOLUTION ADOPTING THE REVISED SALARY SCHEDULES IN COMPLIANCE WITH CALPERS REPORTING REQUIREMENTS.**

RECOMMENDATION: That the City Council adopt a Resolution approving the revised salary schedules for January 5, 2020, through January 1, 2025, in compliance with California Public Employees' Retirement System (CalPERS) requirements.

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

FISCAL IMPACT: The adoption of this Resolution has no fiscal impact. The City Council has previously authorized all salary modifications through labor agreements and the annual budget process.

BACKGROUND & ANALYSIS: As a CalPERS member agency, the California Code of Regulations, Section 570.5, requires employers to publish a publicly available pay schedule to help determine earned income for the purpose of calculating retirement compensation. At least annually, Staff asks City Council to approve the City's publicly available pay schedule, which is posted on the City's website for public access.

The pay schedule includes the monthly base compensation rate associated with each classification. The monthly rate is determined by multiplying the hourly rate by the number of regularly scheduled hours for that classification in a year and dividing that sum by twelve. Based on prior advice from CalPERS for 24-hour shift employees, the City used a total of 2,756 annual hours to represent the total number of regularly scheduled hours in a year for the classifications listed below.

Following the review of the retirement compensation for a recent retiree, the City was advised to revise the calculation of the monthly compensation for the classifications listed below. The revised calculation uses 2,912 annual hours (56 hours multiplied by 52 weeks) to represent the total

number of regularly scheduled hours in a year for these classifications. Actual employee base compensation is based on their hourly rate of pay.

The City is revising the publicly available pay schedules to include the revised monthly amounts for the period from January 5, 2020, through January 1, 2025, in compliance with CalPERS regulations. The recommended action does not modify the prior or future compensation and/or the reportable compensation for retirement purposes for the employees in these classifications. The classifications modified are as follows:

Firefighter - 56 hr
Fire Engineer - 56 hr
Fire Captain - 56 hr
Fire Investigation Supervisor – 56 hr
Fire Battalion Chief – 56 hr

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE REVISED SALARY SCHEDULES FOR THE PERIOD OF JANUARY 5, 2020, THROUGH JANUARY 1, 2025.

WHEREAS, the California Code of Regulations, Section 570.5, requires the City of Ontario, as a CalPERS member agency, to publish a publicly available pay schedule for the purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1; and

WHEREAS, the California Code of Regulations, Section 570.5, also requires that an agency's publicly available pay schedules be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") conducted a review of the reported compensation for retiring City employees. This review resulted in a recommendation that the City make certain modifications to the pay schedules for the period of January 5, 2020, through January 1, 2025. These modifications include restating the monthly base compensation for the following classifications: Firefighter - 56 hr, Fire Engineer - 56 hr, Fire Captain - 56 hr, Fire Investigation Supervisor – 56 hr, Fire Battalion Chief – 56 hr.

NOW THEREFORE, be it resolved the City Council hereby finds and determines the following:

SECTION 1. That the City Council hereby approves the pay schedules, dated January 5, 2020, January 3, 2021, January 2, 2022, July 2, 2023, and January 1, 2025, incorporated herein by reference and enclosed as Exhibit "A", which incorporates the modifications suggested by CalPERS.

SECTION 2. This Resolution shall become effective upon its adoption.

SECTION 3. The City Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Compensation Grades / Step Table
Full-Time Classifications Effective 01/05/2020

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Accountant	CON	7/7/2019	$5,510.27	$6,697.60	$5,510.27	$5,785.87	$6,077.07	$6,382.14	$6,697.60
Accounting Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Accounting Technician	CON	7/7/2019	$4,619.34	$5,614.27	$4,619.34	$4,849.87	$5,092.54	$5,347.34	$5,614.27
Accounts Payable Technician	CON	7/7/2019	$4,619.34	$5,614.27	$4,619.34	$4,849.87	$5,092.54	$5,347.34	$5,614.27
Administrative Assistant	CON	7/7/2019	$4,394.00	$5,340.40	$4,394.00	$4,614.14	$4,842.94	$5,085.60	$5,340.40
Administrative Assistant to the City Council	CON	7/7/2019	$6,200.14	$7,531.34	$6,200.14	$6,510.40	$6,834.54	$7,176.00	$7,531.34
Administrative Assistant to the City Manager	CON	7/7/2019	$6,200.14	$7,531.34	$6,200.14	$6,510.40	$6,834.54	$7,176.00	$7,531.34
Administrative Officer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Administrative Specialist	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Administrative Specialist - Confidential	CON	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Administrative Technician	TMTR	7/7/2019	$4,094.14	$4,978.14	$4,094.14	$4,303.87	$4,515.34	$4,740.67	$4,978.14
Asset Forfeiture Fiscal Coordinator	TMTR	7/7/2019	$6,136.00	$7,455.07	$6,136.00	$6,437.60	$6,761.74	$7,099.74	$7,455.07
Assistant Building Official	AOME	7/7/2019	$10,478.00	$12,733.07	$10,478.00	$11,001.47	$11,550.94	$12,128.14	$12,733.07
Assistant City Clerk / Records Management Director	DH	7/7/2019	$10,478.00	$12,733.07					
Assistant City Engineer	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,379.60	$14,048.67	$14,748.94
Assistant City Manager	EX	7/7/2019	$14,638.00	$19,612.67					
Assistant Curator	TMTR	7/7/2019	$4,094.14	$4,978.14	$4,094.14	$4,303.87	$4,515.34	$4,740.67	$4,978.14
Assistant Director of Housing & Neighborhood Preservation	DH	7/7/2019	$11,462.54	$13,934.27					
Assistant Engineer	TMTR	7/7/2019	$7,319.87	$8,898.94	$7,319.87	$7,689.07	$8,072.14	$8,477.74	$8,898.94
Assistant Library Director	AOME	7/7/2019	$7,952.54	$9,666.80	$7,952.54	$8,352.94	$8,765.47	$9,205.74	$9,666.80
Assistant Parks and Maintenance Director	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Assistant Planner	TMTR	7/7/2019	$5,735.60	$6,973.20	$5,735.60	$6,023.34	$6,326.67	$6,642.14	$6,973.20
Assistant Planning Director	AOME	7/7/2019	$11,462.54	$13,934.27	$11,462.54	$12,038.00	$12,639.47	$13,268.67	$13,934.27
Assistant Recreation/Community Services Director	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Associate Civil Engineer	TMTR	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Associate Engineer	TMTR	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Associate Landscape Planner	TMTR	7/7/2019	$6,482.67	$7,881.47	$6,482.67	$6,808.54	$7,150.00	$7,507.07	$7,881.47
Associate Planner	TMTR	7/7/2019	$7,037.34	$8,550.54	$7,037.34	$7,387.47	$7,756.67	$8,143.20	$8,550.54
Broadband Operations Director	DH	7/7/2019	$10,803.87	$13,130.00					
Broadband Operations Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
Budget Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Building Inspection Manager	AOME	7/7/2019	$9,269.87	$11,268.40	$9,269.87	$9,734.40	$10,219.74	$10,731.07	$11,268.40
Building Inspector	TMTR	7/7/2019	$5,153.20	$6,264.27	$5,409.74	$5,680.14	$5,966.14	$6,264.27	$6,578.00
Building Official	DH	7/7/2019	$12,408.94	$15,083.47					
Building Plans Examiner	TMTR	7/7/2019	$7,434.27	$9,035.87	$7,434.27	$7,806.94	$8,195.20	$8,607.74	$9,035.87
Building Plans Specialist	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,588.40	$6,916.00
Business Operations Director	DH	7/7/2019	$10,478.00	$12,733.07					
Central Services Specialist	TMTR	7/7/2019	$3,636.54	$4,418.27	$3,636.54	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Chief Innovation Officer	EX	8/18/2019	$14,638.00	$19,612.67					
City Engineer	DH	7/7/2019	$14,258.40	$17,329.87					
City Manager	EX	7/7/2019	$27,409.20	$29,615.74					
City Prosecutor	DH	7/7/2019	$11,342.94	$13,785.20					
Combination Building Inspector	TMTR	7/7/2019	$5,973.07	$7,259.20	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,259.20
Communications and Community Relations Director	DH	7/7/2019	$10,803.87	$13,130.00					
Community Improvement Director	DH	7/7/2019	$10,803.87	$13,130.00					
Community Improvement Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Community Improvement Officer	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Community Improvement Supervisor	AOME	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/05/2020

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Community Information Specialist	SCN	7/7/2019	$5,922.80	$7,195.07	$5,922.80	$6,217.47	$6,529.47	$6,855.34	$7,195.07
Community Life and Culture Officer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Community Outreach Specialist	CON	6/26/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Community Relations and Communications Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Community Service Officer	TMTR	7/7/2019	$3,955.47	$4,806.54	$3,955.47	$4,151.34	$4,359.34	$4,577.74	$4,806.54
Crime Analysis Supervisor	AOME	7/7/2019	$7,231.47	$8,789.74	$7,231.47	$7,592.00	$7,973.34	$8,370.27	$8,789.74
Crime Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Crime Prevention Specialist	TMTR	7/7/2019	$4,504.94	$5,473.87	$4,504.94	$4,728.54	$4,964.27	$5,213.87	$5,473.87
Cross-Connection Control Specialist	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Custodial Services Supervisor	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
Custodian	AFSCME	7/7/2019	$3,114.80	$3,785.60	$3,114.80	$3,270.80	$3,435.47	$3,605.34	$3,785.60
Customer Services Representative	TMTR	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Database Administrator	CON	7/7/2019	$8,508.94	$10,344.54	$8,508.94	$8,937.07	$9,384.27	$9,854.00	$10,344.54
Departmental Administrator	DH	7/7/2019	$10,478.00	$12,733.07					
Deputy City Manager (DH)	DH	11/24/2019	$11,271.87	$13,700.27					
Deputy City Manager (EXEC)	EX	11/24/2019	$13,046.80	$17,478.94					
Deputy Fire Chief - 40 hr	FMG	1/5/2020	$14,653.60	$17,810.00	$14,653.60	$15,386.80	$16,154.67	$16,960.67	$17,810.00
Deputy Fire Chief - 53 hr	FMG	1/5/2020	$15,482.14	$18,818.80	$15,482.14	$16,256.24	$17,069.18	$17,918.51	$18,818.80
Deputy Fire Marshal	AOME	7/7/2019	$8,385.87	$10,195.47	$8,385.87	$8,807.07	$9,247.34	$9,710.14	$10,195.47
Deputy Police Chief	DH	1/5/2020	$14,514.94	$19,448.00					
Design and Construction Director	DH	7/7/2019	$10,803.87	$13,130.00					
Development Manager	AOME	7/7/2019	$10,219.74	$12,419.34	$10,219.74	$10,731.07	$11,268.40	$11,828.27	$12,419.34
Economic Development Coordinator	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Economic Development Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Economic Development Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
Emergency Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
EMS/Nurse Administrator	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Engineering Aide	TMTR	7/7/2019	$5,414.94	$6,583.20	$5,414.94	$5,687.07	$5,969.60	$6,269.47	$6,583.20
Engineering Assistant	TMTR	7/7/2019	$6,103.07	$7,415.20	$6,103.07	$6,408.14	$6,728.80	$7,063.34	$7,415.20
Engineering Assistant/GIS	TMTR	7/7/2019	$6,103.07	$7,415.20	$6,103.07	$6,408.14	$6,728.80	$7,063.34	$7,415.20
Environmental Programs Manager	AOME	7/7/2019	$7,685.60	$9,337.47	$7,685.60	$8,068.67	$8,472.54	$8,893.74	$9,337.47
Environmental Technician	TMTR	7/7/2019	$4,444.27	$5,399.34	$4,444.27	$4,666.14	$4,898.40	$5,144.54	$5,399.34
Environmental Water/Wastewater Engineer	AOME	7/7/2019	$8,046.14	$9,777.74	$8,046.14	$8,444.80	$8,869.47	$9,311.47	$9,777.74
Equipment Mechanic	AFSCME	7/7/2019	$4,411.34	$5,362.94	$4,411.34	$4,633.20	$4,865.47	$5,106.40	$5,362.94
Equipment Service Technician	AFSCME	7/7/2019	$3,995.34	$4,853.34	$3,995.34	$4,192.94	$4,400.94	$4,622.80	$4,853.34
Evidence Technician	TMTR	7/7/2019	$4,392.27	$5,340.40	$4,392.27	$4,614.14	$4,842.94	$5,085.60	$5,340.40
Executive Assistant to the City Manager	SCN	7/7/2019	$9,193.60	$11,173.07	$9,193.60	$9,654.67	$10,136.54	$10,642.67	$11,173.07
Executive Director Community Life and Culture	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Development	EX	7/7/2019	$14,638.00	$19,612.67					
Executive Director Economic Development	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Housing & Neighborhood Preservation	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Human Resources	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Information Technology	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director of Finance	EX	7/7/2019	$14,638.00	$19,612.67					
Executive Director Public Works	EX	7/7/2019	$13,046.80	$17,478.94					
Facilities Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Facilities Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Fiber Field Technician	AFSCME	7/7/2019	$5,538.00	$6,728.80	$5,538.00	$5,813.60	$6,101.34	$6,408.14	$6,728.80

Compensation Grades / Step Table
Full-Time Classifications Effective 01/05/2020

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Financial Analyst	CON	7/7/2019	$7,269.60	$8,833.07	$7,269.60	$7,631.87	$8,013.20	$8,415.34	$8,833.07
Fire Administrative Director	DH	7/7/2019	$10,478.00	$12,733.07					
Fire Battalion Chief - 40 hr	FMG	1/5/2020	$12,058.80	$14,653.60	$12,058.80	$12,660.27	$13,292.94	$13,956.80	$14,653.60
Fire Battalion Chief - 53 hr	FMG	1/5/2020	$12,740.00	$15,484.56	$12,740.00	$13,378.22	$14,045.55	$14,746.86	$15,484.56
Fire Captain - 40 hr	FFA	1/5/2020	$9,302.80	$11,306.54	$9,302.80	$9,769.07	$10,256.14	$10,769.20	$11,306.54
Fire Captain - 53 hr	FFA	1/5/2020	$9,828.00	$11,948.91	$9,828.00	$10,323.04	$10,837.50	$11,381.07	$11,948.91
Fire Chief	EX	1/5/2020	$20,148.27	$26,247.87					
Fire Communications Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Fire Dispatch Supervisor	TMTR	7/7/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Fire Dispatcher	TMTR	7/7/2019	$4,347.20	$5,338.67	$4,347.20	$4,576.00	$4,816.94	$5,070.00	$5,338.67
Fire Dispatcher Trainee	TMTR	7/7/2019	$3,946.80	$4,842.94	$3,946.80	$4,151.34	$4,373.20	$4,602.00	$4,842.94
Fire Engineer - 53 hr	FFA	1/5/2020	$8,313.76	$10,104.64	$8,313.76	$8,733.58	$9,167.95	$9,624.16	$10,104.64
Fire Equipment Mechanic	AFSCME	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Fire Investigation Supervisor - 40 hr	FFA	1/5/2020	$9,302.80	$11,306.54	$9,302.80	$9,769.07	$10,256.14	$10,769.20	$11,306.54
Fire Investigation Supervisor - 53 hr	FFA	1/5/2020	$9,828.00	$11,948.91	$9,828.00	$10,323.04	$10,837.50	$11,381.07	$11,948.91
Fire Prevention Inspector	FFA	1/6/2019	$7,491.47	$9,108.67	$7,491.47	$7,867.60	$8,261.07	$8,673.60	$9,108.67
Fire Protection Analyst	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Fire Safety Specialist	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,588.40	$6,916.00
Fire Safety Technician	TMTR	6/26/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Firefighter - 40 hr	FFA	1/5/2020	$6,605.74	$8,025.34	$6,605.74	$6,933.34	$7,280.00	$7,644.00	$8,025.34
Firefighter - 53 hr	FFA	1/5/2020	$6,979.10	$8,483.63	$6,979.10	$7,328.54	$7,692.54	$8,078.38	$8,483.63
Fiscal Services Director	DH	7/7/2019	$10,803.87	$13,130.00					
Fleet Services Coordinator	TMTR	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Fleet Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Fleet Services Supervisor	TMTR	7/7/2019	$5,983.47	$7,274.80	$5,983.47	$6,285.07	$6,598.80	$6,929.87	$7,274.80
Forensic Field Supervisor	TMTR	12/19/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Forensic Specialist	TMTR	7/7/2019	$5,087.34	$6,243.47	$5,087.34	$5,356.00	$5,636.80	$5,933.20	$6,243.47
Forensic Specialist Trainee	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Forensic Supervisor	TMTR	7/7/2019	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Forensics Manager	AOME	12/19/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
General Services Director	DH	7/7/2019	$10,803.87	$13,130.00					
GIS Analyst	TMTR	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
GIS Specialist	TMTR	7/7/2019	$5,073.47	$6,167.20	$5,073.47	$5,326.54	$5,593.47	$5,872.54	$6,167.20
Government Affairs Director	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Graphic and Marketing Specialist	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Helicopter Mechanic	AFSCME	7/7/2019	$6,728.80	$8,177.87	$6,728.80	$7,063.34	$7,415.20	$7,787.87	$8,177.87
Housing Director	DH	7/7/2019	$10,478.00	$12,733.07					
Housing Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Human Resources Analyst	SCN	7/7/2019	$6,401.20	$7,777.47	$6,401.20	$6,720.14	$7,056.40	$7,406.54	$7,777.47
Human Resources Analyst Trainee	CON	7/7/2019	$5,354.27	$6,510.40	$5,354.27	$5,622.94	$5,903.74	$6,201.87	$6,510.40
Human Resources Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Inegreated Waste Supervisor	TMTR	8/4/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Integrated Waste Assistant Division Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Integrated Waste Collector	AFSCME	8/4/2019	$3,544.67	$4,309.07	$3,544.67	$3,719.74	$3,906.94	$4,101.07	$4,309.07
Integrated Waste Division Manager	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Integrated Waste Lead Collector	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Integrated Waste Maintenance Worker	AFSCME	8/4/2019	$3,406.00	$4,137.47	$3,406.00	$3,575.87	$3,754.40	$3,941.60	$4,137.47
Integrated Waste Service Representative	AFSCME	8/4/2019	$3,913.87	$4,758.00	$3,913.87	$4,113.20	$4,035.20	$4,530.94	$4,758.00

Compensation Grades / Step Table
Full-Time Classifications Effective 01/05/2020

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Internal Auditor	SCN	7/7/2019	$6,448.00	$7,834.67	$6,448.00	$6,770.40	$7,106.67	$7,462.00	$7,834.67
Inventory Assistant	AFSCME	7/7/2019	$3,050.67	$3,705.87	$3,050.67	$3,203.20	$3,362.67	$3,530.80	$3,705.87
Investment Officer	SCN	12/8/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Irrigation Conservation Specialist	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
IT Applications Director	DH	12/8/2019	$10,803.87	$13,130.00					
IT Applications Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
IT Operations Director	DH	7/7/2019	$10,803.87	$13,130.00					
IT Operations Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
IT Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
IT Systems Director	DH	7/7/2019	$10,803.87	$13,130.00					
IT Systems Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
IT Technician	CON	7/7/2019	$4,830.80	$5,869.07	$4,830.80	$5,071.74	$5,323.07	$5,590.00	$5,869.07
Landscape Planner	TMTR	7/7/2019	$5,735.60	$6,973.20	$5,735.60	$6,023.34	$6,326.67	$6,642.14	$6,973.20
Lead Forensic Specialist	TMTR	7/7/2019	$5,652.40	$6,870.94	$5,652.40	$5,934.94	$6,231.34	$6,541.60	$6,870.94
Legislative Analyst	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Librarian	TMTR	7/7/2019	$5,030.14	$6,170.67	$5,030.14	$5,291.87	$5,570.94	$5,863.87	$6,170.67
Library Assistant	TMTR	7/7/2019	$3,653.87	$4,440.80	$3,653.87	$3,834.14	$4,026.54	$4,227.60	$4,440.80
Library Clerk	TMTR	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Library Director	DH	7/7/2019	$10,803.87	$13,130.00					
Maintenance Worker	AFSCME	7/7/2019	$3,406.00	$4,137.47	$3,406.00	$3,575.87	$3,754.40	$3,941.60	$4,137.47
Management Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Management Analyst - Confidential	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Municipal Services Director	DH	7/7/2019	$10,478.00	$12,733.07					
Municipal Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Museum Curator	TMTR	7/7/2019	$4,572.54	$5,612.54	$4,572.54	$4,811.74	$5,066.54	$5,330.00	$5,612.54
Museum Director	DH	7/7/2019	$7,177.74	$8,723.87					
Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Office Assistant	TMTR	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Office Assistant - Confidential	CON	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Office Specialist	TMTR	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Office Specialist - Confidential	CON	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Park Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Parks & Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Parks and Maintenance Director	DH	7/7/2019	$10,478.00	$12,733.07					
Parks and Maintenance Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Parts Specialist	AFSCME	7/7/2019	$4,071.60	$4,948.67	$4,071.60	$4,272.67	$4,489.34	$4,712.94	$4,948.67
Payroll Analyst	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Payroll Clerk	CON	7/7/2019	$4,199.87	$5,102.94	$4,199.87	$4,407.87	$4,629.74	$4,860.27	$5,102.94
Payroll Manager	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Payroll Supervisor	CON	7/7/2019	$6,399.47	$7,777.47	$6,399.47	$6,718.40	$7,054.67	$7,406.54	$7,777.47
Payroll Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Permit Technician	TMTR	7/7/2019	$4,536.14	$5,513.74	$4,536.14	$4,766.67	$5,004.14	$5,253.74	$5,513.74
Plan Check Engineer	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Plan Checker	TMTR	7/7/2019	$6,600.54	$8,023.60	$6,600.54	$6,933.34	$7,278.27	$7,640.54	$8,023.60
Planning Director	DH	7/7/2019	$13,029.47	$15,837.47					
Police Administrative Director	DH	7/7/2019	$10,478.00	$12,733.07					
Police Captain	PMG	1/5/2020	$13,176.80	$16,019.47	$13,176.80	$13,837.20	$14,528.80	$15,256.80	$16,019.47
Police Chief	EX	1/5/2020	$20,765.34	$27,823.47					

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Police Communications Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Police Corporal	POA	1/5/2020	$7,221.07	$8,777.60	$7,221.07	$7,583.34	$7,961.20	$8,359.87	$8,777.60
Police Detective	POA	1/5/2020	$7,978.54	$9,696.27	$7,978.54	$8,378.94	$8,796.67	$9,235.20	$9,696.27
Police Dispatch Supervisor	TMTR	7/7/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Police Dispatcher	TMTR	7/7/2019	$4,347.20	$5,338.67	$4,347.20	$4,576.00	$4,816.94	$5,070.00	$5,338.67
Police Dispatcher Trainee	TMTR	7/7/2019	$3,946.80	$4,842.94	$3,946.80	$4,151.34	$4,373.20	$4,602.00	$4,842.94
Police Grants Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Police Lieutenant	PMG	1/5/2020	$11,443.47	$13,904.80	$11,443.47	$12,015.47	$12,613.47	$13,242.67	$13,904.80
Police Officer	POA	1/5/2020	$6,534.67	$7,943.87	$6,534.67	$6,862.27	$7,205.47	$7,564.27	$7,943.87
Police Records Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Police Records Specialist	TMTR	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Police Records Specialist Trainee	TMTR	7/7/2019	$3,378.27	$4,106.27	$3,378.27	$3,546.40	$3,723.20	$3,908.67	$4,106.27
Police Records Supervisor	TMTR	7/7/2019	$5,314.40	$6,458.40	$5,314.40	$5,577.87	$5,856.94	$6,149.87	$6,458.40
Police Recruit	POA	1/5/2020	$5,915.87	$7,191.60	$5,915.87	$6,210.54	$6,522.54	$6,850.14	$7,191.60
Police Sergeant	PMG	1/5/2020	$9,831.47	$11,947.87	$9,831.47	$10,320.27	$10,836.80	$11,379.34	$11,947.87
Principal Engineer	AOME	7/7/2019	$10,313.34	$12,533.74	$10,313.34	$10,826.40	$11,370.67	$11,937.47	$12,533.74
Principal IT Analyst	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Principal Planner	AOME	7/7/2019	$10,424.27	$12,665.47	$10,424.27	$10,942.54	$11,488.54	$12,064.00	$12,665.47
Principal Project Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
Project Coordinator	TMTR	7/7/2019	$5,922.80	$7,195.07	$5,922.80	$6,217.47	$6,529.47	$6,855.34	$7,195.07
Project Manager	AOME	7/7/2019	$7,919.60	$9,621.74	$7,919.60	$8,311.34	$8,729.07	$9,164.14	$9,621.74
Public Facilities Maintenance Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Public Services Project Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Public Works Inspector	TMTR	7/7/2019	$5,973.07	$7,259.20	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,259.20
Purchasing Assistant	TMTR	7/7/2019	$4,307.34	$5,231.20	$4,307.34	$4,520.54	$4,745.87	$4,983.34	$5,231.20
Purchasing Manager	AOME	12/8/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Purchasing Team Leader	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Records Coordinator	CON	7/7/2019	$5,082.14	$6,175.87	$5,082.14	$5,336.94	$5,603.87	$5,882.94	$6,175.87
Records Manager	AOME	7/7/2019	$5,529.34	$6,720.14	$5,529.34	$5,804.94	$6,096.14	$6,401.20	$6,720.14
Records Specialist	CON	7/7/2019	$3,920.80	$4,764.94	$3,920.80	$4,118.40	$4,322.94	$4,536.14	$4,764.94
Recreation/Community Services Coordinator	TMTR	7/7/2019	$4,309.07	$5,232.94	$4,309.07	$4,520.54	$4,747.60	$4,983.34	$5,232.94
Recreation/Community Services Director	DH	7/7/2019	$10,478.00	$12,733.07					
Recreation/Community Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Recreation/Community Services Supervisor	TMTR	7/7/2019	$4,570.80	$5,553.60	$4,570.80	$4,797.87	$5,038.80	$5,290.14	$5,553.60
Revenue Services Director	DH	7/7/2019	$10,803.87	$13,130.00					
Revenue Services Specialist	TMTR	7/7/2019	$4,352.40	$5,290.14	$4,352.40	$4,570.80	$4,797.87	$5,038.80	$5,290.14
Revenue Services Supervisor	AOME	7/7/2019	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Risk Management Coordinator	SCN	7/7/2019	$6,401.20	$7,777.47	$6,401.20	$6,720.14	$7,056.40	$7,406.54	$7,777.47
Risk Management Director	DH	7/7/2019	$10,478.00	$12,733.07					
Risk Management Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Risk/Safety Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Accountant	CON	7/7/2019	$6,399.47	$7,777.47	$6,399.47	$6,718.40	$7,054.67	$7,406.54	$7,777.47
Senior Administrative Assistant	CON	7/7/2019	$4,832.54	$5,870.80	$4,832.54	$5,073.47	$5,324.80	$5,591.74	$5,870.80
Senior Associate Civil Engineer	AOME	7/7/2019	$8,924.94	$10,845.47	$8,924.94	$9,372.14	$9,840.14	$10,330.67	$10,845.47
Senior Associate Engineer	AOME	7/7/2019	$8,924.94	$10,845.47	$8,924.94	$9,372.14	$9,840.14	$10,330.67	$10,845.47
Senior Combo Building Inspector	TMTR	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07
Senior Community Improvement Officer	TMTR	7/7/2019	$5,551.87	$6,746.14	$5,551.87	$5,829.20	$6,118.67	$6,423.74	$6,746.14
Senior Custodian	AFSCME	6/26/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Senior Deputy Fire Chief	FMG	1/5/2020	$15,400.67	$18,720.00	$15,400.67	$16,172.00	$16,981.47	$17,829.07	$18,720.00
Senior Electrician	AFSCME	7/7/2019	$5,538.00	$6,728.80	$5,538.00	$5,813.60	$6,101.34	$6,408.14	$6,728.80
Senior Environmental Technician	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
Senior Equipment Mechanic	AFSCME	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Senior Facilities Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Facilities Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Financial Analyst	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Senior Fire Dispatcher	TMTR	7/7/2019	$4,780.54	$5,869.07	$4,780.54	$5,033.60	$5,298.80	$5,576.14	$5,869.07
Senior Fire Equipment Mechanic	AFSCME	7/7/2019	$5,383.74	$6,543.34	$5,383.74	$5,652.40	$5,934.94	$6,231.34	$6,543.34
Senior Fire Safety Specialist	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Senior Helicopter Mechanic	AFSCME	7/7/2019	$7,434.27	$9,035.87	$7,434.27	$7,806.94	$8,195.20	$8,607.74	$9,035.87
Senior Human Resources Analyst	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Information Technology Specialist	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Senior Integrated Waste Collector	AFSCME	8/4/2019	$3,913.87	$4,758.00	$3,913.87	$4,113.20	$4,317.74	$4,530.94	$4,758.00
Senior Landscape Architect	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Senior Landscape Planner	TMTR	7/7/2019	$7,550.40	$9,176.27	$7,550.40	$7,926.54	$8,320.00	$8,739.47	$9,176.27
Senior Legislative Analyst	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Senior Librarian	TMTR	7/7/2019	$5,529.34	$6,791.20	$5,529.34	$5,820.54	$6,127.34	$6,453.20	$6,791.20
Senior Library Assistant	TMTR	7/7/2019	$4,154.80	$5,102.94	$4,154.80	$4,376.67	$4,605.47	$4,848.14	$5,102.94
Senior Library Clerk	TMTR	7/7/2019	$3,305.47	$4,017.87	$3,305.47	$3,471.87	$3,646.94	$3,827.20	$4,017.87
Senior Management Analyst	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Senior Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,577.87	$6,780.80	$5,577.87	$5,858.67	$6,151.60	$6,458.40	$6,780.80
Senior Network Engineer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Park Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Park Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Parts Specialist	AFSCME	7/7/2019	$4,499.74	$5,468.67	$4,499.74	$4,723.34	$4,959.07	$5,206.94	$5,468.67
Senior Permit Technician	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Senior Plan Check Engineer	AOME	7/7/2019	$9,018.54	$10,961.60	$9,018.54	$9,469.20	$9,944.14	$10,441.60	$10,961.60
Senior Planner	AOME	7/7/2019	$8,618.14	$10,476.27	$8,618.14	$9,051.47	$9,503.87	$9,975.34	$10,476.27
Senior Police Dispatcher	TMTR	7/7/2019	$4,780.54	$5,869.07	$4,780.54	$5,033.60	$5,298.80	$5,576.14	$5,869.07
Senior Police Records Specialist	TMTR	7/7/2019	$4,212.00	$5,123.74	$4,212.00	$4,425.20	$4,647.07	$4,877.60	$5,123.74
Senior Project Coordinator	AOME	7/7/2019	$6,482.67	$7,881.47	$6,482.67	$6,808.54	$7,150.00	$7,507.07	$7,881.47
Senior Project Manager	AOME	7/7/2019	$8,746.40	$10,632.27	$8,746.40	$9,184.94	$9,646.00	$10,127.87	$10,632.27
Senior Public Works Inspector	TMTR	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07
Senior Records Specialist	CON	7/7/2019	$4,622.80	$5,616.00	$4,622.80	$4,853.34	$5,096.00	$5,349.07	$5,616.00
Senior Recreation/Community Services Supervisor	TMTR	7/7/2019	$5,973.07	$7,257.47	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,257.47
Senior Street Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Street Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Systems Analyst	CON	7/7/2019	$7,954.27	$9,668.54	$7,954.27	$8,354.67	$8,770.67	$9,207.47	$9,668.54
Senior Telecommunications Analyst	CON	7/7/2019	$7,954.27	$9,668.54	$7,954.27	$8,354.67	$8,770.67	$9,207.47	$9,668.54
Senior Utilities Technician	AFSCME	7/7/2019	$4,768.40	$5,794.54	$4,768.40	$5,005.87	$5,262.40	$5,517.20	$5,794.54
Street Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Street Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Supervising Building Inspector	AOME	7/7/2019	$7,741.07	$9,406.80	$7,741.07	$8,125.87	$8,534.94	$8,959.60	$9,406.80
Supervising Code Enforcement Officer	TMTR	7/7/2019	$6,040.67	$7,415.20	$6,040.67	$6,357.87	$6,692.40	$7,046.00	$7,415.20
Supervising Librarian	TMTR	7/7/2019	$6,357.87	$7,806.94	$6,357.87	$6,694.14	$7,046.00	$7,415.20	$7,806.94
Supervising Library Clerk	TMTR	7/7/2019	$3,653.87	$4,440.80	$3,653.87	$3,834.14	$4,026.54	$4,227.60	$4,440.80
Supervising Public Works Inspector	AOME	7/7/2019	$7,741.07	$9,406.80	$7,741.07	$8,125.87	$8,534.94	$8,959.60	$9,406.80

Compensation Grades / Step Table
Full-Time Classifications Effective 01/05/2020

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Survey Party Chief	TMTR	7/7/2019	$6,118.67	$7,437.74	$6,118.67	$6,423.74	$6,747.87	$7,085.87	$7,437.74
Survey Technician	TMTR	7/7/2019	$5,564.00	$6,763.47	$5,564.00	$5,843.07	$6,137.74	$6,441.07	$6,763.47
Sustainability Program Manager	AOME	7/7/2019	$10,424.27	$12,665.47	$10,424.27	$10,942.54	$11,488.54	$12,064.00	$12,665.47
Systems Analyst	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Systems Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
Telecommunications Analyst	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,857.07	$7,196.80
Telecommunications Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
Traffic/Transportation Manager	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,379.60	$14,048.67	$14,748.94
Utilities Administrative Services & Integrated Waste Director	DH	7/7/2019	$12,135.07	$14,748.94					
Utilities Assistant General Manager	DH	7/7/2019	$14,104.14	$17,317.74					
Utilities Engineering Division Manager	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,377.87	$14,048.67	$14,748.94
Utilities General Manager	EX	7/7/2019	$14,847.74	$19,893.47					
Utilities Maintenance Worker	AFSCME	7/7/2019	$3,906.94	$4,747.60	$3,906.94	$4,101.07	$4,309.07	$4,520.54	$4,747.60
Utilities Operations Assistant Division Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Utilities Operations Division Manager	AOME	7/7/2019	$9,418.94	$11,446.94	$9,418.94	$9,890.40	$10,382.67	$10,900.94	$11,446.94
Utilities Project Manager	AOME	7/7/2019	$8,373.74	$10,181.60	$8,373.74	$8,794.94	$9,233.47	$9,694.54	$10,181.60
Utilities Service Representative	AFSCME	7/7/2019	$4,310.80	$5,234.67	$4,310.80	$4,522.27	$4,749.34	$4,985.07	$5,234.67
Utilities Supervisor	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Utilities Technician	AFSCME	7/7/2019	$4,316.00	$5,245.07	$4,316.00	$4,530.94	$4,758.00	$4,993.74	$5,245.07
Water Production Manager	AOME	7/7/2019	$9,418.94	$11,446.94	$9,418.94	$9,890.40	$10,382.67	$10,900.94	$11,446.94
Water Production Operator	TMTR	7/7/2019	$5,128.94	$6,231.34	$5,128.94	$5,385.47	$5,652.40	$5,934.94	$6,231.34
Water Production Supervisor	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Water Quality Specialist	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Water Resources Coordinator	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Water Resources Manager	AOME	7/7/2019	$10,313.34	$12,533.74	$10,313.34	$10,826.40	$11,370.67	$11,937.47	$12,533.74
Water/Sewer Maintenance Manager	AOME	7/7/2019	$8,373.74	$10,181.60	$8,373.74	$8,794.94	$9,233.47	$9,694.54	$10,181.60
Water/Wastewater Technician	TMTR	7/7/2019	$5,158.40	$6,269.47	$5,158.40	$5,414.94	$5,687.07	$5,969.60	$6,269.47
Web Developer	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Web Technician	CON	7/7/2019	$4,830.80	$5,869.07	$4,830.80	$5,071.74	$5,323.07	$5,590.00	$5,869.07
Welder	AFSCME	7/7/2019	$3,997.07	$4,855.07	$3,997.07	$4,196.40	$4,402.67	$4,626.27	$4,855.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/03/2021

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Accountant	CON	7/7/2019	$5,510.27	$6,697.60	$5,510.27	$5,785.87	$6,077.07	$6,382.14	$6,697.60
Accounting Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Accounting Technician	CON	7/7/2019	$4,619.34	$5,614.27	$4,619.34	$4,849.87	$5,092.54	$5,347.34	$5,614.27
Accounts Payable Technician	CON	7/7/2019	$4,619.34	$5,614.27	$4,619.34	$4,849.87	$5,092.54	$5,347.34	$5,614.27
Administrative Assistant	CON	7/7/2019	$4,394.00	$5,340.40	$4,394.00	$4,614.14	$4,842.94	$5,085.60	$5,340.40
Administrative Assistant to the City Council	CON	7/7/2019	$6,200.14	$7,531.34	$6,200.14	$6,510.40	$6,834.54	$7,176.00	$7,531.34
Administrative Assistant to the City Manager	CON	7/7/2019	$6,200.14	$7,531.34	$6,200.14	$6,510.40	$6,834.54	$7,176.00	$7,531.34
Administrative Officer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Administrative Specialist	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Administrative Specialist - Confidential	CON	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Administrative Technician	TMTR	7/7/2019	$4,094.14	$4,978.14	$4,094.14	$4,303.87	$4,515.34	$4,740.67	$4,978.14
Asset Forfeiture Fiscal Coordinator	TMTR	7/7/2019	$6,136.00	$7,455.07	$6,136.00	$6,437.60	$6,761.74	$7,099.74	$7,455.07
Assistant Building Official	AOME	7/7/2019	$10,478.00	$12,733.07	$10,478.00	$11,001.47	$11,550.94	$12,128.14	$12,733.07
Assistant City Clerk / Records Management Director	DH	12/6/2020	$10,803.87	$15,083.47					
Assistant City Engineer	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,379.60	$14,048.67	$14,748.94
Assistant City Manager	EX	7/7/2019	$14,638.00	$19,612.67					
Assistant Curator	TMTR	7/7/2019	$4,094.14	$4,978.14	$4,094.14	$4,303.87	$4,515.34	$4,740.67	$4,978.14
Assistant Director of Housing & Neighborhood Preservation	DH	7/7/2019	$11,462.54	$13,934.27					
Assistant Engineer	TMTR	7/7/2019	$7,319.87	$8,898.94	$7,319.87	$7,689.07	$8,072.14	$8,477.74	$8,898.94
Assistant General Manager - Administration and Customer Service	DH	12/6/2020	$13,320.67	$15,837.47					
Assistant General Manager - Integrated Waste	DH	12/7/2020	$10,803.87	$15,837.47					
Assistant General Manager - Utilities Engineering and Operations	DH	12/6/2020	$14,104.14	$17,317.74					
Assistant Human Resources Director	DH	2/19/2020	$11,835.20	$14,386.67					
Assistant Library Director	AOME	7/7/2019	$7,952.54	$9,666.80	$7,952.54	$8,352.94	$8,765.47	$9,205.74	$9,666.80
Assistant Parks and Maintenance Director	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Assistant Planner	TMTR	7/7/2019	$5,735.60	$6,973.20	$5,735.60	$6,023.34	$6,326.67	$6,642.14	$6,973.20
Assistant Planning Director	AOME	7/7/2019	$11,462.54	$13,934.27	$11,462.54	$12,038.00	$12,639.47	$13,268.67	$13,934.27
Assistant Recreation/Community Services Director	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Associate Civil Engineer	TMTR	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Associate Engineer	TMTR	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Associate Landscape Planner	TMTR	7/7/2019	$6,482.67	$7,881.47	$6,482.67	$6,808.54	$7,150.00	$7,507.07	$7,881.47
Associate Planner	TMTR	7/7/2019	$7,037.34	$8,550.54	$7,037.34	$7,387.47	$7,756.67	$8,143.20	$8,550.54
Broadband Operations Director	DH	7/7/2019	$10,803.87	$13,130.00					
Broadband Operations Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
Budget Director	DH	5/28/2020	$10,478.00	$12,733.07					
Budget Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Building Inspection Manager	AOME	7/7/2019	$9,269.87	$11,268.40	$9,269.87	$9,734.40	$10,219.74	$10,731.07	$11,268.40
Building Inspector	TMTR	7/7/2019	$5,153.20	$6,264.27	$5,409.74	$5,680.14	$5,966.14	$6,264.27	$6,578.00
Building Official	DH	7/7/2019	$12,408.94	$15,083.47					
Building Plans Examiner	TMTR	7/7/2019	$7,434.27	$9,035.87	$7,434.27	$7,806.94	$8,195.20	$8,607.74	$9,035.87
Building Plans Specialist	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,588.40	$6,916.00
Business License Specialist	TMTR	2/19/2020	$4,352.40	$5,290.14	$4,352.40	$4,570.80	$4,797.87	$5,038.80	$5,290.14
Business License Supervisor	AOME	2/19/2020	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Business Operations Director	DH	7/7/2019	$10,478.00	$12,733.07					
Central Services Specialist	TMTR	7/7/2019	$3,636.54	$4,418.27	$3,636.54	$3,818.54	$4,007.47	$4,206.80	$4,418.27
City Engineer	DH	7/7/2019	$14,258.40	$17,329.87					
City Manager	EX	7/7/2019	$27,409.20	$29,615.74					
Combination Building Inspector	TMTR	7/7/2019	$5,973.07	$7,259.20	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,259.20

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Communications and Community Relations Director	DH	12/6/2020	$10,803.87	$15,083.47					
Community Improvement Director	DH	7/7/2019	$10,803.87	$13,130.00					
Community Improvement Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Community Improvement Officer	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Community Improvement Supervisor	AOME	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07
Community Information Specialist	CON	3/1/2020	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Community Information Supervisor	AOME	7/1/2020	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Community Life and Culture Officer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Community Relations and Communications Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Community Service Officer	TMTR	7/7/2019	$3,955.47	$4,806.54	$3,955.47	$4,151.34	$4,359.34	$4,577.74	$4,806.54
Continuum of Care Manager	AOME	7/1/2020	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
COVID-19 Coordination Advisor	CON	12/27/2020	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Crime Analysis Supervisor	AOME	7/7/2019	$7,231.47	$8,789.74	$7,231.47	$7,592.00	$7,973.34	$8,370.27	$8,789.74
Crime Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Crime Prevention Specialist	TMTR	7/7/2019	$4,504.94	$5,473.87	$4,504.94	$4,728.54	$4,964.27	$5,213.87	$5,473.87
Cross-Connection Control Specialist	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Custodial Services Supervisor	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
Custodian	AFSCME	7/7/2019	$3,114.80	$3,785.60	$3,114.80	$3,270.80	$3,435.47	$3,605.34	$3,785.60
Customer Services Representative	TMTR	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Database Administrator	CON	7/7/2019	$8,508.94	$10,344.54	$8,508.94	$8,937.07	$9,384.27	$9,854.00	$10,344.54
Departmental Administrator	DH	7/7/2019	$10,478.00	$12,733.07					
Deputy City Manager (DH)	DH	11/24/2019	$11,271.87	$13,700.27					
Deputy City Manager (EXEC)	EX	11/24/2019	$13,046.80	$17,478.94					
Deputy Fire Chief - 40 hr	FMG	1/3/2021	$15,241.20	$18,522.40	$15,241.20	$16,003.87	$16,801.20	$17,640.14	$18,522.40
Deputy Fire Chief - 56 hr	FMG	1/3/2021	$16,103.36	$19,573.50	$16,103.36	$16,906.59	$17,753.50	$18,636.80	$19,573.50
Deputy Fire Marshal	AOME	7/7/2019	$8,385.87	$10,195.47	$8,385.87	$8,807.07	$9,247.34	$9,710.14	$10,195.47
Deputy Police Chief	DH	1/5/2020	$14,514.94	$19,448.00					
Design and Construction Director	DH	7/7/2019	$10,803.87	$13,130.00					
Economic Development Coordinator	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Economic Development Director	DH	12/7/2020	$13,029.47	$15,837.47					
Economic Development Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Economic Development Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
Emergency Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
EMS Director	DH	8/30/2020	$10,803.87	$13,130.00					
EMS Nurse	AOME	1/1/2021	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
EMS/Nurse Administrator	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Engineering Aide	TMTR	7/7/2019	$5,414.94	$6,583.20	$5,414.94	$5,687.07	$5,969.60	$6,269.47	$6,583.20
Engineering Assistant	TMTR	7/7/2019	$6,103.07	$7,415.20	$6,103.07	$6,408.14	$6,728.80	$7,063.34	$7,415.20
Engineering Assistant/GIS	TMTR	7/7/2019	$6,103.07	$7,415.20	$6,103.07	$6,408.14	$6,728.80	$7,063.34	$7,415.20
Environmental Programs Manager	AOME	7/7/2019	$7,685.60	$9,337.47	$7,685.60	$8,068.67	$8,472.54	$8,893.74	$9,337.47
Environmental Technician	TMTR	7/7/2019	$4,444.27	$5,399.34	$4,444.27	$4,666.14	$4,898.40	$5,144.54	$5,399.34
Environmental Water/Wastewater Engineer	AOME	7/7/2019	$8,046.14	$9,777.74	$8,046.14	$8,444.80	$8,869.47	$9,311.47	$9,777.74
Equipment Mechanic	AFSCME	7/7/2019	$4,411.34	$5,362.94	$4,411.34	$4,633.20	$4,865.47	$5,106.40	$5,362.94
Equipment Service Technician	AFSCME	7/7/2019	$3,995.34	$4,853.34	$3,995.34	$4,192.94	$4,400.94	$4,622.80	$4,853.34
Evidence Technician	TMTR	7/7/2019	$4,392.27	$5,340.40	$4,392.27	$4,614.14	$4,842.94	$5,085.60	$5,340.40
Executive Assistant to the City Manager	SCN	7/7/2019	$9,193.60	$11,173.07	$9,193.60	$9,654.67	$10,136.54	$10,642.67	$11,173.07
Executive Director Community Development	EX	9/13/2020	$16,102.67	$21,574.80					
Executive Director Community Life and Culture	EX	7/7/2019	$13,046.80	$17,478.94					

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Executive Director Economic Development	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Housing & Neighborhood Preservation	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Human Resources	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director Information Technology	EX	7/7/2019	$13,046.80	$17,478.94					
Executive Director of Finance	EX	7/7/2019	$14,638.00	$19,612.67					
Executive Director Public Works	EX	7/7/2019	$13,046.80	$17,478.94					
Facilities Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Facilities Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Fiber Field Technician	AFSCME	7/7/2019	$5,538.00	$6,728.80	$5,538.00	$5,813.60	$6,101.34	$6,408.14	$6,728.80
Financial Analyst	CON	7/7/2019	$7,269.60	$8,833.07	$7,269.60	$7,631.87	$8,013.20	$8,415.34	$8,833.07
Fire Administrative Director	DH	8/30/2020	$10,803.87	$13,130.00					
Fire Battalion Chief - 40 hr	FMG	1/3/2021	$12,542.40	$15,241.20	$12,542.40	$13,168.14	$13,825.07	$14,516.67	$15,241.20
Fire Battalion Chief - 56 hr	FMG	1/3/2021	$13,249.60	$16,105.79	$13,249.60	$13,914.51	$14,608.54	$15,338.96	$16,105.79
Fire Captain - 40 hr	FFA	1/3/2021	$9,675.47	$11,758.94	$9,675.47	$10,160.80	$10,666.94	$11,200.80	$11,758.94
Fire Captain - 56 hr	FFA	1/3/2021	$10,221.12	$12,426.96	$10,221.12	$10,738.00	$11,271.87	$11,837.28	$12,426.96
Fire Chief	EX	1/3/2021	$20,949.07	$27,298.27					
Fire Communications Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Fire Dispatch Supervisor	TMTR	7/7/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Fire Dispatcher	TMTR	7/7/2019	$4,347.20	$5,338.67	$4,347.20	$4,576.00	$4,816.94	$5,070.00	$5,338.67
Fire Dispatcher Trainee	TMTR	7/7/2019	$3,946.80	$4,842.94	$3,946.80	$4,151.34	$4,373.20	$4,602.00	$4,842.94
Fire Engineer - 56 hr	FFA	1/3/2021	$8,648.64	$10,509.90	$8,648.64	$9,083.02	$9,536.80	$10,010.00	$10,509.90
Fire Equipment Mechanic	AFSCME	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Fire Investigation Supervisor - 40 hr	FFA	1/3/2021	$9,675.47	$11,758.94	$9,675.47	$10,160.80	$10,666.94	$11,200.80	$11,758.94
Fire Investigation Supervisor - 56 hr	FFA	1/3/2021	$10,221.12	$12,426.96	$10,221.12	$10,738.00	$11,271.87	$11,837.28	$12,426.96
Fire Prevention Inspector	FFA	1/3/2021	$8,183.07	$9,947.60	$8,183.07	$8,592.14	$9,023.74	$9,474.40	$9,947.60
Fire Protection Analyst	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Fire Safety Specialist	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,588.40	$6,916.00
Fire Safety Technician	TMTR	6/26/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Firefighter - 40 hr	FFA	1/3/2021	$6,870.94	$8,347.74	$6,870.94	$7,210.67	$7,571.20	$7,950.80	$8,347.74
Firefighter - 56 hr	FFA	1/3/2021	$7,260.59	$8,823.36	$7,260.59	$7,622.16	$8,000.72	$8,403.55	$8,823.36
Fiscal Services Director	DH	7/7/2019	$10,803.87	$13,130.00					
Fleet Services Coordinator	TMTR	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Fleet Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Fleet Services Supervisor	TMTR	7/7/2019	$5,983.47	$7,274.80	$5,983.47	$6,285.07	$6,598.80	$6,929.87	$7,274.80
Forensic Field Supervisor	TMTR	12/19/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Forensic Specialist	TMTR	7/7/2019	$5,087.34	$6,243.47	$5,087.34	$5,356.00	$5,636.80	$5,933.20	$6,243.47
Forensic Specialist Trainee	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Forensic Supervisor	TMTR	7/7/2019	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Forensics Manager	AOME	12/19/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
General Services Director	DH	7/7/2019	$10,803.87	$13,130.00					
GIS Analyst	TMTR	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
GIS Specialist	TMTR	7/7/2019	$5,073.47	$6,167.20	$5,073.47	$5,326.54	$5,593.47	$5,872.54	$6,167.20
Graphic and Marketing Specialist	TMTR	7/7/2019	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Helicopter Mechanic	AFSCME	7/7/2019	$6,728.80	$8,177.87	$6,728.80	$7,063.34	$7,415.20	$7,787.87	$8,177.87
Housing Director	DH	12/6/2020	$10,803.87	$13,130.00					
Housing Manager	AOME	7/7/2019	$9,422.40	$11,452.14	$9,422.40	$9,893.87	$10,386.14	$10,904.40	$11,452.14
Human Resources Analyst	SCN	7/7/2019	$6,401.20	$7,777.47	$6,401.20	$6,720.14	$7,056.40	$7,406.54	$7,777.47
Human Resources Analyst Trainee	CON	7/7/2019	$5,354.27	$6,510.40	$5,354.27	$5,622.94	$5,903.74	$6,201.87	$6,510.40

Compensation Grades / Step Table
Full-Time Classifications Effective 01/03/2021

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Human Resources Specialist	CON	12/7/2020	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Human Resources Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Innovation Performance and Audit IPA Director	DH	9/27/2020	$10,803.87	$15,083.47					
Integrated Waste Assistant Division Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Integrated Waste Collector	AFSCME	8/4/2019	$3,544.67	$4,309.07	$3,544.67	$3,719.74	$3,906.94	$4,101.07	$4,309.07
Integrated Waste Dispatcher	TMTR	7/1/2020	$3,998.80	$4,858.54	$3,998.80	$4,198.14	$4,407.87	$4,628.00	$4,858.54
Integrated Waste Division Manager	AOME	7/7/2019	$8,834.80	$10,739.74	$8,834.80	$9,275.07	$9,739.60	$10,224.94	$10,739.74
Integrated Waste Lead Collector	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Integrated Waste Maintenance Worker	AFSCME	8/4/2019	$3,406.00	$4,137.47	$3,406.00	$3,575.87	$3,754.40	$3,941.60	$4,137.47
Integrated Waste Service Representative	AFSCME	8/4/2019	$3,913.87	$4,758.00	$3,913.87	$4,113.20	$4,035.20	$4,530.94	$4,758.00
Integrated Waste Supervisor	TMTR	5/21/2020	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Internal Audit Manager	AOME	7/1/2020	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Internal Auditor	SCN	7/7/2019	$6,448.00	$7,834.67	$6,448.00	$6,770.40	$7,106.67	$7,462.00	$7,834.67
Inventory Assistant	AFSCME	7/7/2019	$3,050.67	$3,705.87	$3,050.67	$3,203.20	$3,362.67	$3,530.80	$3,705.87
Investment Officer	SCN	12/8/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Irrigation Conservation Specialist	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
Irrigation Maintenance Technician	AFSCME	12/9/2020	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
IT Applications Director	DH	12/8/2019	$10,803.87	$13,130.00					
IT Applications Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
IT Operations Director	DH	7/7/2019	$10,803.87	$13,130.00					
IT Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
IT Systems Director	DH	7/7/2019	$10,803.87	$13,130.00					
IT Technician	CON	7/7/2019	$4,830.80	$5,869.07	$4,830.80	$5,071.74	$5,323.07	$5,590.00	$5,869.07
Landscape Planner	TMTR	7/7/2019	$5,735.60	$6,973.20	$5,735.60	$6,023.34	$6,326.67	$6,642.14	$6,973.20
Legislative Analyst	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Librarian	TMTR	7/7/2019	$5,030.14	$6,170.67	$5,030.14	$5,291.87	$5,570.94	$5,863.87	$6,170.67
Library Assistant	TMTR	7/7/2019	$3,653.87	$4,440.80	$3,653.87	$3,834.14	$4,026.54	$4,227.60	$4,440.80
Library Clerk	TMTR	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Library Director	DH	7/7/2019	$10,803.87	$13,130.00					
Library Services Manager	AOME	10/18/2020	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Maintenance Worker	AFSCME	7/7/2019	$3,406.00	$4,137.47	$3,406.00	$3,575.87	$3,754.40	$3,941.60	$4,137.47
Management Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Management Analyst - Confidential	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Management Assistant	TMTR	12/8/2020	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Municipal Services Director	DH	7/7/2019	$10,478.00	$12,733.07					
Municipal Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Museum Curator	TMTR	7/7/2019	$4,572.54	$5,612.54	$4,572.54	$4,811.74	$5,066.54	$5,330.00	$5,612.54
Museum Director	DH	7/7/2019	$7,177.74	$8,723.87					
Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Office Assistant	TMTR	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Office Assistant - Confidential	CON	7/7/2019	$3,009.07	$3,655.60	$3,009.07	$3,158.14	$3,315.87	$3,482.27	$3,655.60
Office Specialist	TMTR	11/15/2020	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Office Specialist - Confidential	CON	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Park Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Parks & Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Parks and Maintenance Director	DH	7/7/2019	$10,478.00	$12,733.07					
Parks and Maintenance Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Parts Specialist	AFSCME	7/7/2019	$4,071.60	$4,948.67	$4,071.60	$4,272.67	$4,489.34	$4,712.94	$4,948.67

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Payroll Analyst	CON	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Payroll Coordinator	CON	12/6/2020	$5,922.80	$7,195.07	$5,922.80	$6,217.47	$6,529.47	$6,855.34	$7,195.07
Payroll Manager	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Payroll Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Performance and Optimization Analyst	CON	7/1/2020	$7,952.54	$9,666.80	$7,952.54	$8,352.94	$8,765.47	$9,205.74	$9,666.80
Performance and Optimization Manager	AOME	7/1/2020	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Permit Technician	TMTR	7/7/2019	$4,536.14	$5,513.74	$4,536.14	$4,766.67	$5,004.14	$5,253.74	$5,513.74
Plan Check Engineer	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Plan Checker	TMTR	7/7/2019	$6,600.54	$8,023.60	$6,600.54	$6,933.34	$7,278.27	$7,640.54	$8,023.60
Planning Director	DH	7/7/2019	$13,029.47	$15,837.47					
Police Administrative Director	DH	8/30/2020	$10,803.87	$13,130.00					
Police Captain	PMG	1/3/2021	$13,705.47	$16,660.80	$13,705.47	$14,391.87	$15,111.20	$15,868.67	$16,660.80
Police Chief	EX	1/3/2021	$21,597.34	$28,938.00					
Police Communications Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Police Corporal	POA	1/3/2021	$7,510.54	$9,129.47	$7,510.54	$7,886.67	$8,280.14	$8,694.40	$9,129.47
Police Detective	POA	1/3/2021	$8,299.20	$10,084.54	$8,299.20	$8,715.20	$9,148.54	$9,606.14	$10,084.54
Police Dispatch Supervisor	TMTR	7/7/2019	$6,749.60	$8,200.40	$6,749.60	$7,080.67	$7,437.74	$7,810.40	$8,200.40
Police Dispatcher	TMTR	7/7/2019	$4,347.20	$5,338.67	$4,347.20	$4,576.00	$4,816.94	$5,070.00	$5,338.67
Police Dispatcher Trainee	TMTR	7/7/2019	$3,946.80	$4,842.94	$3,946.80	$4,151.34	$4,373.20	$4,602.00	$4,842.94
Police Grants Analyst	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Police Lieutenant	PMG	1/3/2021	$11,902.80	$14,461.20	$11,902.80	$12,497.34	$13,119.60	$13,773.07	$14,461.20
Police Officer	POA	1/3/2021	$6,796.40	$8,262.80	$6,796.40	$7,137.87	$7,494.94	$7,867.60	$8,262.80
Police Records Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Police Records Specialist	TMTR	7/7/2019	$3,634.80	$4,418.27	$3,634.80	$3,818.54	$4,007.47	$4,206.80	$4,418.27
Police Records Specialist Trainee	TMTR	7/7/2019	$3,378.27	$4,106.27	$3,378.27	$3,546.40	$3,723.20	$3,908.67	$4,106.27
Police Records Supervisor	TMTR	7/7/2019	$5,314.40	$6,458.40	$5,314.40	$5,577.87	$5,856.94	$6,149.87	$6,458.40
Police Recruit	POA	1/3/2021	$6,153.34	$7,479.34	$6,153.34	$6,460.14	$6,784.27	$7,125.74	$7,479.34
Police Sergeant	PMG	1/3/2021	$10,224.94	$12,426.27	$10,224.94	$10,734.54	$11,271.87	$11,835.20	$12,426.27
Principal Engineer	AOME	7/7/2019	$10,313.34	$12,533.74	$10,313.34	$10,826.40	$11,370.67	$11,937.47	$12,533.74
Principal IT Analyst	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Principal Planner	AOME	7/7/2019	$10,424.27	$12,665.47	$10,424.27	$10,942.54	$11,488.54	$12,064.00	$12,665.47
Principal Project Manager	AOME	7/7/2019	$9,982.27	$12,131.60	$9,982.27	$10,481.47	$11,004.94	$11,554.40	$12,131.60
Project Coordinator	TMTR	7/7/2019	$5,922.80	$7,195.07	$5,922.80	$6,217.47	$6,529.47	$6,855.34	$7,195.07
Project Manager	AOME	7/7/2019	$7,919.60	$9,621.74	$7,919.60	$8,311.34	$8,729.07	$9,164.14	$9,621.74
Public Facilities Maintenance Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Public Services Project Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Public Works Inspector	TMTR	7/7/2019	$5,973.07	$7,259.20	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,259.20
Purchasing Assistant	TMTR	7/7/2019	$4,307.34	$5,231.20	$4,307.34	$4,520.54	$4,745.87	$4,983.34	$5,231.20
Purchasing Manager	AOME	10/23/2020	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Purchasing Team Leader	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40
Records Coordinator	CON	7/7/2019	$5,082.14	$6,175.87	$5,082.14	$5,336.94	$5,603.87	$5,882.94	$6,175.87
Records Manager	AOME	7/7/2019	$5,529.34	$6,720.14	$5,529.34	$5,804.94	$6,096.14	$6,401.20	$6,720.14
Records Specialist	CON	7/7/2019	$3,920.80	$4,764.94	$3,920.80	$4,118.40	$4,322.94	$4,536.14	$4,764.94
Recreation/Community Services Coordinator	TMTR	7/7/2019	$4,309.07	$5,232.94	$4,309.07	$4,520.54	$4,747.60	$4,983.34	$5,232.94
Recreation/Community Services Director	DH	7/7/2019	$10,478.00	$12,733.07					
Recreation/Community Services Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Recreation/Community Services Supervisor	TMTR	7/7/2019	$4,570.80	$5,553.60	$4,570.80	$4,797.87	$5,038.80	$5,290.14	$5,553.60
Revenue Services Specialist	TMTR	7/7/2019	$4,352.40	$5,290.14	$4,352.40	$4,570.80	$4,797.87	$5,038.80	$5,290.14

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Revenue Services Supervisor	AOME	7/7/2019	$6,498.27	$7,900.54	$6,498.27	$6,825.87	$7,167.34	$7,524.40	$7,900.54
Risk Management Coordinator	SCN	7/7/2019	$6,401.20	$7,777.47	$6,401.20	$6,720.14	$7,056.40	$7,406.54	$7,777.47
Risk Management Director	DH	7/7/2019	$10,478.00	$12,733.07					
Risk Management Technician	CON	7/7/2019	$5,101.20	$6,201.87	$5,101.20	$5,354.27	$5,622.94	$5,903.74	$6,201.87
Risk/Safety Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Accountant	CON	7/7/2019	$6,399.47	$7,777.47	$6,399.47	$6,718.40	$7,054.67	$7,406.54	$7,777.47
Senior Accounts Payable Technician	CON	2/23/2020	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,392.40	$5,642.00	$5,922.80
Senior Administrative Assistant	CON	7/7/2019	$4,832.54	$5,870.80	$4,832.54	$5,073.47	$5,324.80	$5,591.74	$5,870.80
Senior Associate Civil Engineer	AOME	7/7/2019	$8,924.94	$10,845.47	$8,924.94	$9,372.14	$9,840.14	$10,330.67	$10,845.47
Senior Associate Engineer	AOME	7/7/2019	$8,924.94	$10,845.47	$8,924.94	$9,372.14	$9,840.14	$10,330.67	$10,845.47
Senior Combo Building Inspector	TMTR	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07
Senior Community Improvement Officer	TMTR	7/7/2019	$5,551.87	$6,746.14	$5,551.87	$5,829.20	$6,118.67	$6,423.74	$6,746.14
Senior Community Information Specialist	SCN	3/1/2020	$5,922.80	$7,195.07	$5,922.80	$6,217.47	$6,529.47	$6,855.34	$7,195.07
Senior Custodian	AFSCME	6/26/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Deputy Fire Chief	FMG	1/3/2021	$16,017.74	$19,468.80	$16,017.74	$16,820.27	$17,660.94	$18,543.20	$19,468.80
Senior Electrician	AFSCME	7/7/2019	$5,538.00	$6,728.80	$5,538.00	$5,813.60	$6,101.34	$6,408.14	$6,728.80
Senior Environmental Technician	TMTR	7/7/2019	$4,888.00	$5,938.40	$4,888.00	$5,130.67	$5,385.47	$5,655.87	$5,938.40
Senior Equipment Mechanic	AFSCME	7/7/2019	$4,872.40	$5,922.80	$4,872.40	$5,115.07	$5,373.34	$5,642.00	$5,922.80
Senior Facilities Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Facilities Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Financial Analyst	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Senior Fire Dispatcher	TMTR	7/7/2019	$4,780.54	$5,869.07	$4,780.54	$5,033.60	$5,298.80	$5,576.14	$5,869.07
Senior Fire Equipment Mechanic	AFSCME	7/7/2019	$5,383.74	$6,543.34	$5,383.74	$5,652.40	$5,934.94	$6,231.34	$6,543.34
Senior Fire Safety Specialist	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Senior Forensic Specialist	TMTR	6/8/2020	$5,652.40	$6,870.94	$5,652.40	$5,934.94	$6,231.34	$6,541.60	$6,870.94
Senior Helicopter Mechanic	AFSCME	7/7/2019	$7,434.27	$9,035.87	$7,434.27	$7,806.94	$8,195.20	$8,607.74	$9,035.87
Senior Human Resources Analyst	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Information Technology Specialist	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Senior Integrated Waste Collector	AFSCME	8/4/2019	$3,913.87	$4,758.00	$3,913.87	$4,113.20	$4,317.74	$4,530.94	$4,758.00
Senior Landscape Architect	AOME	7/7/2019	$8,054.80	$9,789.87	$8,054.80	$8,455.20	$8,879.87	$9,323.60	$9,789.87
Senior Landscape Planner	TMTR	7/7/2019	$7,550.40	$9,176.27	$7,550.40	$7,926.54	$8,320.00	$8,739.47	$9,176.27
Senior Legislative Analyst	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Senior Librarian	TMTR	7/7/2019	$5,529.34	$6,791.20	$5,529.34	$5,820.54	$6,127.34	$6,453.20	$6,791.20
Senior Library Assistant	TMTR	7/7/2019	$4,154.80	$5,102.94	$4,154.80	$4,376.67	$4,605.47	$4,848.14	$5,102.94
Senior Library Clerk	TMTR	7/7/2019	$3,305.47	$4,017.87	$3,305.47	$3,471.87	$3,646.94	$3,827.20	$4,017.87
Senior Management Analyst	AOME	7/7/2019	$7,196.80	$8,746.40	$7,196.80	$7,557.34	$7,935.20	$8,330.40	$8,746.40
Senior Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,577.87	$6,780.80	$5,577.87	$5,858.67	$6,151.60	$6,458.40	$6,780.80
Senior Network Engineer	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Park Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Park Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Parts Specialist	AFSCME	7/7/2019	$4,499.74	$5,468.67	$4,499.74	$4,723.34	$4,959.07	$5,206.94	$5,468.67
Senior Permit Technician	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Senior Plan Check Engineer	AOME	7/7/2019	$9,018.54	$10,961.60	$9,018.54	$9,469.20	$9,944.14	$10,441.60	$10,961.60
Senior Planner	AOME	7/7/2019	$8,618.14	$10,476.27	$8,618.14	$9,051.47	$9,503.87	$9,975.34	$10,476.27
Senior Police Dispatcher	TMTR	7/7/2019	$4,780.54	$5,869.07	$4,780.54	$5,033.60	$5,298.80	$5,576.14	$5,869.07
Senior Police Records Specialist	TMTR	7/7/2019	$4,212.00	$5,123.74	$4,212.00	$4,425.20	$4,647.07	$4,877.60	$5,123.74
Senior Project Coordinator	AOME	7/7/2019	$6,482.67	$7,881.47	$6,482.67	$6,808.54	$7,150.00	$7,507.07	$7,881.47
Senior Project Manager	AOME	7/7/2019	$8,746.40	$10,632.27	$8,746.40	$9,184.94	$9,646.00	$10,127.87	$10,632.27

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Senior Public Works Inspector	TMTR	7/7/2019	$6,668.14	$8,105.07	$6,668.14	$6,999.20	$7,349.34	$7,716.80	$8,105.07
Senior Records Specialist	CON	7/7/2019	$4,622.80	$5,616.00	$4,622.80	$4,853.34	$5,096.00	$5,349.07	$5,616.00
Senior Recreation/Community Services Supervisor	TMTR	7/7/2019	$5,973.07	$7,257.47	$5,973.07	$6,272.94	$6,586.67	$6,914.27	$7,257.47
Senior Street Maintenance Technician	AFSCME	7/7/2019	$4,591.60	$5,577.87	$4,591.60	$4,820.40	$5,063.07	$5,314.40	$5,577.87
Senior Street Maintenance Worker	AFSCME	7/7/2019	$3,763.07	$4,572.54	$3,763.07	$3,950.27	$4,146.14	$4,352.40	$4,572.54
Senior Systems Analyst	CON	7/7/2019	$7,954.27	$9,668.54	$7,954.27	$8,354.67	$8,770.67	$9,207.47	$9,668.54
Senior Telecommunications Analyst	CON	7/7/2019	$7,954.27	$9,668.54	$7,954.27	$8,354.67	$8,770.67	$9,207.47	$9,668.54
Senior Utilities Technician	AFSCME	7/7/2019	$4,768.40	$5,794.54	$4,768.40	$5,005.87	$5,262.40	$5,517.20	$5,794.54
Street Maintenance Supervisor	TMTR	7/7/2019	$5,690.54	$6,916.00	$5,690.54	$5,974.80	$6,274.67	$6,586.67	$6,916.00
Street Maintenance Technician	AFSCME	7/7/2019	$4,153.07	$5,049.20	$4,153.07	$4,366.27	$4,579.47	$4,810.00	$5,049.20
Supervising Building Inspector	AOME	7/7/2019	$7,741.07	$9,406.80	$7,741.07	$8,125.87	$8,534.94	$8,959.60	$9,406.80
Supervising Librarian	TMTR	7/7/2019	$6,357.87	$7,806.94	$6,357.87	$6,694.14	$7,046.00	$7,415.20	$7,806.94
Supervising Library Clerk	TMTR	7/7/2019	$3,653.87	$4,440.80	$3,653.87	$3,834.14	$4,026.54	$4,227.60	$4,440.80
Supervising Public Works Inspector	AOME	7/7/2019	$7,741.07	$9,406.80	$7,741.07	$8,125.87	$8,534.94	$8,959.60	$9,406.80
Survey Party Chief	TMTR	7/7/2019	$6,118.67	$7,437.74	$6,118.67	$6,423.74	$6,747.87	$7,085.87	$7,437.74
Survey Technician	TMTR	7/7/2019	$5,564.00	$6,763.47	$5,564.00	$5,843.07	$6,137.74	$6,441.07	$6,763.47
Sustainability Program Manager	AOME	7/7/2019	$10,424.27	$12,665.47	$10,424.27	$10,942.54	$11,488.54	$12,064.00	$12,665.47
Systems Analyst	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Systems Specialist	CON	7/7/2019	$5,366.40	$6,524.27	$5,366.40	$5,635.07	$5,915.87	$6,212.27	$6,524.27
Telecommunications Analyst	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,857.07	$7,196.80
Traffic/Transportation Manager	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,379.60	$14,048.67	$14,748.94
Utilities Administrative Services & Integrated Waste Director	DH	7/7/2019	$12,135.07	$14,748.94					
Utilities Customer Services Director	DH	2/19/2020	$10,478.00	$12,733.07					
Utilities Customer Services Specialist	TMTR	2/19/2020	$4,352.40	$5,290.14	$4,352.40	$4,570.80	$4,797.87	$5,038.80	$5,290.14
Utilities Customer Services Supervisor	AOME	2/19/2020	$6,498.27	$7,900.54	$6,498.27	$6,827.60	$7,167.34	$7,524.40	$7,900.54
Utilities Engineering Division Manager	AOME	7/7/2019	$12,135.07	$14,748.94	$12,135.07	$12,741.74	$13,377.87	$14,048.67	$14,748.94
Utilities General Manager	EX	9/13/2020	$16,102.67	$21,574.80					
Utilities Maintenance Worker	AFSCME	7/7/2019	$3,906.94	$4,747.60	$3,906.94	$4,101.07	$4,309.07	$4,520.54	$4,747.60
Utilities Operations Assistant Division Manager	AOME	7/7/2019	$7,455.07	$9,060.14	$7,455.07	$7,826.00	$8,219.47	$8,626.80	$9,060.14
Utilities Operations Division Manager	AOME	7/7/2019	$9,418.94	$11,446.94	$9,418.94	$9,890.40	$10,382.67	$10,900.94	$11,446.94
Utilities Project Manager	AOME	7/7/2019	$8,373.74	$10,181.60	$8,373.74	$8,794.94	$9,233.47	$9,694.54	$10,181.60
Utilities Service Representative	AFSCME	7/7/2019	$4,310.80	$5,234.67	$4,310.80	$4,522.27	$4,749.34	$4,985.07	$5,234.67
Utilities Supervisor	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Utilities Technician	AFSCME	7/7/2019	$4,316.00	$5,245.07	$4,316.00	$4,530.94	$4,758.00	$4,993.74	$5,245.07
Water Production Manager	AOME	7/7/2019	$9,418.94	$11,446.94	$9,418.94	$9,890.40	$10,382.67	$10,900.94	$11,446.94
Water Production Operator	TMTR	7/7/2019	$5,128.94	$6,231.34	$5,128.94	$5,385.47	$5,652.40	$5,934.94	$6,231.34
Water Production Supervisor	TMTR	7/7/2019	$5,986.94	$7,276.54	$5,986.94	$6,285.07	$6,598.80	$6,931.60	$7,276.54
Water Quality Programs Manager	AOME	12/7/2020	$7,685.60	$9,337.47	$7,685.60	$8,068.67	$8,472.54	$8,893.74	$9,337.47
Water Quality Specialist	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Water Resources and Regulatory Affairs Director	DH	12/7/2020	$12,135.07	$14,748.94					
Water Resources Coordinator	TMTR	7/7/2019	$6,286.80	$7,640.54	$6,286.80	$6,600.54	$6,933.34	$7,278.27	$7,640.54
Water Resources Manager	AOME	7/7/2019	$10,313.34	$12,533.74	$10,313.34	$10,826.40	$11,370.67	$11,937.47	$12,533.74
Water/Sewer Maintenance Manager	AOME	7/7/2019	$8,373.74	$10,181.60	$8,373.74	$8,794.94	$9,233.47	$9,694.54	$10,181.60
Water/Wastewater Technician	TMTR	7/7/2019	$5,158.40	$6,269.47	$5,158.40	$5,414.94	$5,687.07	$5,969.60	$6,269.47
Web Developer	CON	7/7/2019	$5,922.80	$7,196.80	$5,922.80	$6,219.20	$6,529.47	$6,855.34	$7,196.80
Web Technician	CON	7/7/2019	$4,830.80	$5,869.07	$4,830.80	$5,071.74	$5,323.07	$5,590.00	$5,869.07
Welder	AFSCME	7/7/2019	$3,997.07	$4,855.07	$3,997.07	$4,196.40	$4,402.67	$4,626.27	$4,855.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/02/2022

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Accountant	CON	7/4/2021	$5,621.20	$6,832.80	$5,621.20	$5,902.00	$6,200.14	$6,510.40	$6,832.80
Accounting Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Accounting Technician	CON	7/4/2021	$4,712.94	$5,726.94	$4,712.94	$4,946.94	$5,194.80	$5,454.80	$5,726.94
Accounts Payable Technician	CON	7/4/2021	$4,712.94	$5,726.94	$4,712.94	$4,946.94	$5,194.80	$5,454.80	$5,726.94
Administrative Assistant	CON	7/4/2021	$4,482.40	$5,447.87	$4,482.40	$4,707.74	$4,940.00	$5,187.87	$5,447.87
Administrative Assistant to the City Council	CON	7/4/2021	$6,324.94	$7,682.14	$6,324.94	$6,642.14	$6,971.47	$7,319.87	$7,682.14
Administrative Assistant to the City Manager	CON	7/4/2021	$6,324.94	$7,682.14	$6,324.94	$6,642.14	$6,971.47	$7,319.87	$7,682.14
Administrative Officer	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Administrative Specialist	TMTR	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Administrative Specialist - Confidential	CON	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Administrative Technician	TMTR	7/4/2021	$4,177.34	$5,078.67	$4,177.34	$4,390.54	$4,607.20	$4,836.00	$5,078.67
Asset Forfeiture Fiscal Coordinator	TMTR	7/4/2021	$6,259.07	$7,605.87	$6,259.07	$6,567.60	$6,898.67	$7,241.87	$7,605.87
Assistant Building Official	AOME	7/4/2021	$10,687.74	$12,987.87	$10,687.74	$11,221.60	$11,783.20	$12,370.80	$12,987.87
Assistant City Clerk / Records Management Director	DH	7/4/2021	$11,020.54	$15,386.80					
Assistant City Engineer	AOME	7/4/2021	$12,379.47	$15,045.34	$12,379.47	$12,998.27	$13,648.27	$14,331.20	$15,045.34
Assistant City Manager	EX	7/4/2021	$14,930.94	$20,006.14					
Assistant Curator	TMTR	7/4/2021	$4,177.34	$5,078.67	$4,177.34	$4,390.54	$4,607.20	$4,836.00	$5,078.67
Assistant Director of Housing & Neighborhood Preservation	DH	7/4/2021	$11,693.07	$14,213.34					
Assistant Engineer	TMTR	7/4/2021	$7,467.20	$9,077.47	$7,467.20	$7,843.34	$8,235.07	$8,647.60	$9,077.47
Assistant Finance Director	DH	12/8/2021	$12,072.67	$15,381.60					
Assistant General Manager - Administration and Customer Service	DH	7/4/2021	$13,587.60	$16,154.67					
Assistant General Manager - Integrated Waste	DH	7/4/2021	$11,020.54	$16,154.67					
Assistant General Manager - Utilities Engineering and Operations	DH	7/4/2021	$14,386.67	$17,664.40					
Assistant Human Resources Risk Management Director	DH	11/21/2021	$12,072.67	$14,674.40					
Assistant Library Director	AOME	7/4/2021	$8,112.00	$9,860.94	$8,112.00	$8,521.07	$8,942.27	$9,391.20	$9,860.94
Assistant Parks and Maintenance Director	AOME	7/4/2021	$9,011.60	$10,954.67	$9,011.60	$9,462.27	$9,935.47	$10,429.47	$10,954.67
Assistant Planner	TMTR	7/4/2021	$5,851.74	$7,113.60	$5,851.74	$6,144.67	$6,453.20	$6,775.60	$7,113.60
Assistant Planning Director	AOME	7/4/2021	$11,693.07	$14,213.34	$11,693.07	$12,278.94	$12,892.54	$13,535.60	$14,213.34
Assistant Recreation/Community Services Director	AOME	7/4/2021	$9,011.60	$10,954.67	$9,011.60	$9,462.27	$9,935.47	$10,429.47	$10,954.67
Associate Civil Engineer	TMTR	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Associate Engineer	TMTR	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Associate Landscape Planner	TMTR	7/4/2021	$6,612.67	$8,039.20	$6,612.67	$6,945.47	$7,293.87	$7,657.87	$8,039.20
Associate Planner	TMTR	7/4/2021	$7,179.47	$8,722.14	$7,179.47	$7,536.54	$7,912.67	$8,306.14	$8,722.14
Broadband General Manager	DH	7/4/2021	$13,291.20	$16,154.67					
Broadband Operations Director	DH	7/4/2021	$11,020.54	$13,393.47					
Broadband Operations Manager	AOME	7/4/2021	$10,183.34	$12,374.27	$10,183.34	$10,691.20	$11,225.07	$11,786.67	$12,374.27
Budget Director	DH	7/4/2021	$10,687.74	$12,987.87					
Budget Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Building Inspection Manager	AOME	7/4/2021	$9,455.34	$11,495.47	$9,455.34	$9,930.27	$10,424.27	$10,946.00	$11,495.47
Building Inspector	TMTR	11/7/2021	$5,257.20	$6,578.00	$5,518.94	$5,794.54	$6,085.74	$6,390.80	$6,709.74
Building Official	DH	7/4/2021	$12,658.54	$15,386.80					
Building Plans Examiner	TMTR	7/4/2021	$7,583.34	$9,217.87	$7,583.34	$7,964.67	$8,359.87	$8,781.07	$9,217.87
Building Plans Specialist	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,721.87	$7,054.67
Business License Specialist	TMTR	7/4/2021	$4,440.80	$5,397.60	$4,440.80	$4,662.67	$4,894.94	$5,141.07	$5,397.60
Business License Supervisor	AOME	7/4/2021	$6,628.27	$8,060.00	$6,628.27	$6,962.80	$7,311.20	$7,675.20	$8,060.00
Business Operations Director	DH	7/7/2019	$10,478.00	$12,733.07					
Buyer	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,721.87	$7,054.67
Central Services Specialist	TMTR	7/4/2021	$3,709.34	$4,506.67	$3,709.34	$3,896.54	$4,088.94	$4,291.74	$4,506.67

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Chief Investment Officer	DH	1/2/2022	$10,478.00	$12,733.07					
City Auditor		7/4/2021	$8,758.54	$10,646.14	$8,758.54	$9,197.07	$9,654.67	$10,140.00	$10,646.14
City Engineer	DH	7/4/2021	$14,544.40	$17,676.54					
City Manager	EX	7/4/2021	$27,958.67	$30,208.54					
Combination Building Inspector	TMTR	7/4/2021	$6,092.67	$7,404.80	$6,092.67	$6,399.47	$6,718.40	$7,052.94	$7,404.80
Communications and Community Relations Director	DH	7/4/2021	$11,020.54	$15,386.80					
Community Improvement Director	DH	7/4/2021	$11,020.54	$13,393.47					
Community Improvement Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Community Improvement Officer	TMTR	7/4/2021	$5,151.47	$6,262.54	$5,151.47	$5,409.74	$5,680.14	$5,964.40	$6,262.54
Community Improvement Supervisor	AOME	7/4/2021	$6,801.60	$8,268.00	$6,801.60	$7,139.60	$7,496.67	$7,872.80	$8,268.00
Community Information Specialist	CON	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Community Information Supervisor	AOME	7/4/2021	$6,628.27	$8,060.00	$6,628.27	$6,962.80	$7,311.20	$7,675.20	$8,060.00
Community Life and Culture Officer	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Community Relations and Communications Manager	AOME	7/4/2021	$9,611.34	$11,682.67	$9,611.34	$10,093.20	$10,594.14	$11,122.80	$11,682.67
Community Service Officer	TMTR	7/4/2021	$4,035.20	$4,903.60	$4,035.20	$4,234.54	$4,447.74	$4,669.60	$4,903.60
Continuum of Care Manager	AOME	7/4/2021	$9,611.34	$11,682.67	$9,611.34	$10,093.20	$10,594.14	$11,122.80	$11,682.67
Continuum of Care Social Worker	TMTR	11/8/2021	$6,104.80	$7,420.40	$6,104.80	$6,411.60	$6,732.27	$7,068.54	$7,420.40
COVID-19 Coordination Advisor	CON	12/27/2020	$4,758.00	$5,782.40	$4,758.00	$4,993.74	$5,245.07	$5,506.80	$5,782.40
Crime Analysis Supervisor	AOME	7/4/2021	$7,377.07	$8,966.54	$7,377.07	$7,744.54	$8,132.80	$8,538.40	$8,966.54
Crime Analyst	TMTR	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Crime Prevention Specialist	TMTR	7/4/2021	$4,595.07	$5,584.80	$4,595.07	$4,823.87	$5,064.80	$5,319.60	$5,584.80
Cross-Connection Control Specialist	TMTR	7/4/2021	$6,108.27	$7,422.14	$6,108.27	$6,411.60	$6,732.27	$7,070.27	$7,422.14
Custodial Services Supervisor	TMTR	7/4/2021	$4,986.80	$6,058.00	$4,986.80	$5,234.67	$5,494.67	$5,770.27	$6,058.00
Custodian	AFSCME	7/4/2021	$3,177.20	$3,860.14	$3,177.20	$3,334.94	$3,503.07	$3,676.40	$3,860.14
Customer Services Representative	TMTR	7/4/2021	$3,707.60	$4,506.67	$3,707.60	$3,896.54	$4,088.94	$4,291.74	$4,506.67
Database Administrator	CON	7/4/2021	$8,680.54	$10,552.54	$8,680.54	$9,117.34	$9,573.20	$10,051.60	$10,552.54
Departmental Administrator	DH	7/4/2021	$10,687.74	$12,987.87					
Deputy City Manager (DH)	DH	11/24/2019	$11,271.87	$13,700.27					
Deputy City Manager (EXEC)	EX	7/4/2021	$13,308.54	$17,829.07					
Deputy Fire Chief - 40 hr	FMG	1/2/2022	$15,546.27	$18,893.34	$15,546.27	$16,324.54	$17,137.47	$17,993.74	$18,893.34
Deputy Fire Chief - 56 hr	FMG	1/2/2022	$16,426.11	$19,966.62	$16,426.11	$17,246.32	$18,110.22	$19,010.51	$19,966.62
Deputy Fire Marshal	AOME	7/4/2021	$8,554.00	$10,400.00	$8,554.00	$8,983.87	$9,432.80	$9,906.00	$10,400.00
Deputy Police Chief	DH	7/4/2021	$14,806.14	$19,838.00					
Design and Construction Director	DH	7/4/2021	$11,020.54	$13,393.47					
Economic Development Analyst	CON	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Economic Development Coordinator	AOME	7/4/2021	$7,342.40	$8,921.47	$7,342.40	$7,709.87	$8,094.67	$8,498.54	$8,921.47
Economic Development Director	DH	7/4/2021	$13,291.20	$16,154.67					
Economic Development Manager	AOME	7/4/2021	$9,611.34	$11,682.67	$9,611.34	$10,093.20	$10,594.14	$11,122.80	$11,682.67
Economic Development Specialist	CON	7/4/2021	$5,473.87	$6,656.00	$5,473.87	$5,749.47	$6,035.47	$6,337.07	$6,656.00
Emergency Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
EMS Director	DH	7/4/2021	$11,020.54	$13,393.47					
EMS Nurse	AOME	11/8/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
EMS/Nurse Administrator	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Engineering Aide	TMTR	7/4/2021	$5,524.14	$6,714.94	$5,524.14	$5,801.47	$6,089.20	$6,396.00	$6,714.94
Engineering Assistant	TMTR	7/4/2021	$6,226.14	$7,564.27	$6,226.14	$6,536.40	$6,864.00	$7,205.47	$7,564.27
Engineering Assistant/GIS	TMTR	7/4/2021	$6,226.14	$7,564.27	$6,226.14	$6,536.40	$6,864.00	$7,205.47	$7,564.27
Environmental Programs Manager	AOME	7/4/2021	$7,839.87	$9,524.67	$7,839.87	$8,231.60	$8,642.40	$9,072.27	$9,524.67
Environmental Technician	TMTR	7/4/2021	$4,534.40	$5,508.54	$4,534.40	$4,759.74	$4,997.20	$5,248.54	$5,508.54

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Environmental Water/Wastewater Engineer	AOME	7/4/2021	$8,207.34	$9,973.60	$8,207.34	$8,614.67	$9,048.00	$9,498.67	$9,973.60
Equipment Mechanic	AFSCME	7/4/2021	$4,498.00	$5,468.67	$4,498.00	$4,725.07	$4,960.80	$5,206.94	$5,468.67
Equipment Service Technician	AFSCME	7/4/2021	$4,073.34	$4,948.67	$4,073.34	$4,276.14	$4,487.60	$4,714.67	$4,948.67
Evidence Technician	TMTR	7/4/2021	$4,480.67	$5,447.87	$4,480.67	$4,707.74	$4,940.00	$5,187.87	$5,447.87
Executive Assistant to the City Manager	SCN	7/4/2021	$9,379.07	$11,396.67	$9,379.07	$9,848.80	$10,339.34	$10,855.87	$11,396.67
Executive Director Community Development	EX	7/4/2021	$16,425.07	$22,006.40					
Executive Director Community Life and Culture	EX	7/4/2021	$13,308.54	$17,829.07					
Executive Director Economic Development	EX	7/4/2021	$13,308.54	$17,829.07					
Executive Director Human Resources Risk Management	EX	11/21/2021	$13,308.54	$17,829.07					
Executive Director Information Technology	EX	7/4/2021	$13,308.54	$17,829.07					
Executive Director of Finance	EX	7/4/2021	$14,930.94	$20,006.14					
Executive Director Public Works	EX	11/18/2021	$14,930.94	$20,006.14					
Facilities Maintenance Supervisor	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,718.40	$7,054.67
Facilities Maintenance Technician	AFSCME	7/4/2021	$4,234.54	$5,148.00	$4,234.54	$4,452.94	$4,669.60	$4,905.34	$5,148.00
Fiber Field Technician	AFSCME	7/4/2021	$5,647.20	$6,860.54	$5,647.20	$5,928.00	$6,220.94	$6,534.67	$6,860.54
Financial Analyst	CON	7/4/2021	$7,415.20	$9,009.87	$7,415.20	$7,786.14	$8,174.40	$8,585.20	$9,009.87
Fire Administrative Director	DH	7/4/2021	$11,020.54	$13,393.47					
Fire Battalion Chief - 40 hr	FMG	1/2/2022	$12,793.74	$15,546.27	$12,793.74	$13,431.60	$14,102.40	$14,807.87	$15,546.27
Fire Battalion Chief - 56 hr	FMG	1/2/2022	$13,516.54	$16,428.54	$13,516.54	$14,193.58	$14,902.16	$15,647.15	$16,428.54
Fire Captain - 40 hr	FFA	1/2/2022	$9,869.60	$11,994.67	$9,869.60	$10,365.34	$10,881.87	$11,426.14	$11,994.67
Fire Captain - 56 hr	FFA	1/2/2022	$10,427.39	$12,676.91	$10,427.39	$10,953.98	$11,497.55	$12,075.10	$12,676.91
Fire Chief	EX	1/2/2022	$21,368.54	$27,844.27					
Fire Communications Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Fire Dispatch Supervisor	TMTR	7/4/2021	$6,884.80	$8,365.07	$6,884.80	$7,222.80	$7,586.80	$7,968.14	$8,365.07
Fire Dispatcher	TMTR	7/4/2021	$4,435.60	$5,446.14	$4,435.60	$4,667.87	$4,914.00	$5,172.27	$5,446.14
Fire Dispatcher Trainee	TMTR	7/4/2021	$4,026.54	$4,940.00	$4,026.54	$4,234.54	$4,461.60	$4,695.60	$4,940.00
Fire Engineer - 56 hr	FFA	1/2/2022	$8,823.36	$10,721.02	$8,823.36	$9,265.02	$9,728.51	$10,211.42	$10,721.02
Fire Equipment Mechanic	AFSCME	7/4/2021	$4,967.74	$6,038.94	$4,967.74	$5,215.60	$5,479.07	$5,752.94	$6,038.94
Fire Investigation Supervisor - 40 hr	FFA	1/2/2022	$9,869.60	$11,994.67	$9,869.60	$10,365.34	$10,881.87	$11,426.14	$11,994.67
Fire Investigation Supervisor - 56 hr	FFA	1/2/2022	$10,427.39	$12,676.91	$10,427.39	$10,953.98	$11,497.55	$12,075.10	$12,676.91
Fire Protection Analyst	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Fire Safety Specialist	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,721.87	$7,054.67
Fire Safety Technician	TMTR	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Firefighter - 40 hr	FFA	1/2/2022	$7,009.60	$8,515.87	$7,009.60	$7,356.27	$7,723.74	$8,110.27	$8,515.87
Firefighter - 56 hr	FFA	1/2/2022	$7,406.19	$9,000.51	$7,406.19	$7,775.04	$8,160.88	$8,573.42	$9,000.51
Fiscal Services Director	DH	7/4/2021	$11,020.54	$13,393.47					
Fleet Services Coordinator	TMTR	7/4/2021	$4,971.20	$6,042.40	$4,971.20	$5,219.07	$5,480.80	$5,756.40	$6,042.40
Fleet Services Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Fleet Services Supervisor	TMTR	7/4/2021	$6,104.80	$7,420.40	$6,104.80	$6,411.60	$6,732.27	$7,068.54	$7,420.40
Forensic Field Supervisor	TMTR	7/4/2021	$6,884.80	$8,365.07	$6,884.80	$7,222.80	$7,586.80	$7,968.14	$8,365.07
Forensic Specialist	TMTR	7/4/2021	$5,189.60	$6,370.00	$5,189.60	$5,463.47	$5,751.20	$6,052.80	$6,370.00
Forensic Specialist Trainee	TMTR	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Forensic Supervisor	TMTR	7/4/2021	$6,628.27	$8,060.00	$6,628.27	$6,962.80	$7,311.20	$7,675.20	$8,060.00
Forensics Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
General Services Director	DH	7/4/2021	$11,020.54	$13,393.47					
GIS Analyst	TMTR	7/4/2021	$6,042.40	$7,342.40	$6,042.40	$6,344.00	$6,661.20	$6,994.00	$7,342.40
GIS Specialist	TMTR	7/4/2021	$5,175.74	$6,292.00	$5,175.74	$5,434.00	$5,706.14	$5,990.40	$6,292.00
Graphic and Marketing Specialist	TMTR	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Helicopter Mechanic	AFSCME	7/4/2021	$6,860.54	$8,339.07	$6,860.54	$7,202.00	$7,560.80	$7,940.40	$8,339.07
Housing Director	DH	7/4/2021	$11,020.54	$13,393.47					
Housing Manager	AOME	7/4/2021	$9,611.34	$11,682.67	$9,611.34	$10,093.20	$10,594.14	$11,122.80	$11,682.67
Human Resources Analyst	SCN	7/4/2021	$6,529.47	$7,933.47	$6,529.47	$6,855.34	$7,198.54	$7,555.60	$7,933.47
Human Resources Analyst Trainee	CON	7/4/2021	$5,461.74	$6,642.14	$5,461.74	$5,735.60	$6,023.34	$6,326.67	$6,642.14
Human Resources Coordinator	CON	10/10/2021	$5,739.07	$6,974.94	$5,739.07	$6,026.80	$6,326.67	$6,643.87	$6,838.00
Human Resources Specialist	CON	7/4/2021	$4,853.34	$5,898.54	$4,853.34	$5,094.27	$5,350.80	$5,617.74	$5,898.54
Human Resources Technician	CON	7/4/2021	$5,203.47	$6,326.67	$5,203.47	$5,461.74	$5,735.60	$6,023.34	$6,326.67
Innovation Performance and Audit IPA Director	DH	7/4/2021	$11,020.54	$15,386.80					
Integrated Waste Assistant Division Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Integrated Waste Collector	AFSCME	7/4/2021	$3,614.00	$4,394.00	$3,614.00	$3,792.54	$3,983.20	$4,182.54	$4,394.00
Integrated Waste Dispatcher	TMTR	7/4/2021	$4,080.27	$4,957.34	$4,080.27	$4,283.07	$4,496.27	$4,721.60	$4,957.34
Integrated Waste Division Manager	AOME	7/4/2021	$9,011.60	$10,954.67	$9,011.60	$9,462.27	$9,935.47	$10,429.47	$10,954.67
Integrated Waste Lead Collector	AFSCME	7/4/2021	$4,681.74	$5,687.07	$4,681.74	$4,915.74	$5,161.87	$5,418.40	$5,687.07
Integrated Waste Maintenance Worker	AFSCME	7/4/2021	$3,473.60	$4,218.94	$3,473.60	$3,646.94	$3,828.94	$4,019.60	$4,218.94
Integrated Waste Route Specialist	TMTR	7/4/2021	$4,534.40	$5,508.54	$4,534.40	$4,759.74	$4,997.20	$5,248.54	$5,508.54
Integrated Waste Service Representative	AFSCME	7/4/2021	$3,991.87	$4,851.60	$3,991.87	$4,194.67	$4,114.94	$4,619.34	$4,851.60
Integrated Waste Supervisor	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,718.40	$7,054.67
Internal Audit Manager	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Internal Auditor	SCN	7/4/2021	$6,578.00	$7,992.40	$6,578.00	$6,907.34	$7,248.80	$7,612.80	$7,992.40
Inventory Assistant	AFSCME	7/4/2021	$3,111.34	$3,778.67	$3,111.34	$3,267.34	$3,428.54	$3,600.14	$3,778.67
Investment Officer	SCN	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Irrigation Conservation Specialist	TMTR	7/4/2021	$4,986.80	$6,058.00	$4,986.80	$5,234.67	$5,494.67	$5,770.27	$6,058.00
Irrigation Maintenance Technician	AFSCME	7/4/2021	$4,681.74	$5,687.07	$4,681.74	$4,915.74	$5,161.87	$5,418.40	$5,687.07
IT Applications Director	DH	7/4/2021	$11,020.54	$13,393.47					
IT Applications Manager	AOME	7/4/2021	$10,183.34	$12,374.27	$10,183.34	$10,691.20	$11,225.07	$11,786.67	$12,374.27
IT Operations Director	DH	7/4/2021	$11,020.54	$13,393.47					
IT Specialist	CON	7/4/2021	$5,473.87	$6,656.00	$5,473.87	$5,749.47	$6,035.47	$6,337.07	$6,656.00
IT Systems Director	DH	7/4/2021	$11,020.54	$13,393.47					
IT Technician	CON	7/4/2021	$4,927.87	$5,986.94	$4,927.87	$5,174.00	$5,430.54	$5,702.67	$5,986.94
Landscape Planner	TMTR	7/4/2021	$5,851.74	$7,113.60	$5,851.74	$6,144.67	$6,453.20	$6,775.60	$7,113.60
Legislative Analyst	SCON	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Librarian	TMTR	7/4/2021	$5,132.40	$6,295.47	$5,132.40	$5,399.34	$5,683.60	$5,981.74	$6,295.47
Library Assistant	TMTR	7/4/2021	$3,728.40	$4,530.94	$3,728.40	$3,912.14	$4,108.00	$4,312.54	$4,530.94
Library Clerk	TMTR	7/4/2021	$3,069.74	$3,730.14	$3,069.74	$3,222.27	$3,383.47	$3,553.34	$3,730.14
Library Director	DH	7/4/2021	$11,020.54	$13,393.47					
Library Services Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Maintenance Worker	AFSCME	7/4/2021	$3,473.60	$4,218.94	$3,473.60	$3,646.94	$3,828.94	$4,019.60	$4,218.94
Management Analyst	TMTR	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Management Analyst - Confidential	CON	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Management Assistant	TMTR	7/4/2021	$5,203.47	$6,326.67	$5,203.47	$5,461.74	$5,735.60	$6,023.34	$6,326.67
Municipal Services Director	DH	7/4/2021	$10,687.74	$12,987.87					
Municipal Services Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Museum Curator	TMTR	7/4/2021	$4,664.40	$5,725.20	$4,664.40	$4,908.80	$5,168.80	$5,437.47	$5,725.20
Museum Director	DH	7/4/2021	$7,321.60	$8,898.94					
Museum, Arts and Culture Director	DH	9/19/2021	$10,687.74	$12,987.87					
Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,049.20	$6,139.47	$5,049.20	$5,302.27	$5,567.47	$5,846.54	$6,139.47
Office Assistant	TMTR	7/4/2021	$3,069.74	$3,730.14	$3,069.74	$3,222.27	$3,383.47	$3,553.34	$3,730.14

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Office Assistant - Confidential	CON	7/4/2021	$3,069.74	$3,730.14	$3,069.74	$3,222.27	$3,383.47	$3,553.34	$3,730.14
Office Specialist	TMTR	7/4/2021	$3,707.60	$4,506.67	$3,707.60	$3,896.54	$4,088.94	$4,291.74	$4,506.67
Office Specialist - Confidential	CON	7/4/2021	$3,707.60	$4,506.67	$3,707.60	$3,896.54	$4,088.94	$4,291.74	$4,506.67
Park Maintenance Technician	AFSCME	7/4/2021	$4,234.54	$5,148.00	$4,234.54	$4,452.94	$4,669.60	$4,905.34	$5,148.00
Parking Enforcement Officer	TMTR	11/17/2021	$3,445.87	$4,189.47	$3,445.87	$3,617.47	$3,797.74	$3,988.40	$4,189.47
Parks & Maintenance Supervisor	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,718.40	$7,054.67
Parks and Maintenance Director	DH	7/4/2021	$10,687.74	$12,987.87					
Parks and Maintenance Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Parts Specialist	AFSCME	7/4/2021	$4,151.34	$5,045.74	$4,151.34	$4,357.60	$4,577.74	$4,806.54	$5,045.74
Payroll Analyst	CON	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Payroll Coordinator	CON	7/4/2021	$6,042.40	$7,340.67	$6,042.40	$6,342.27	$6,661.20	$6,994.00	$7,340.67
Payroll Manager	AOME	7/4/2021	$7,342.40	$8,921.47	$7,342.40	$7,709.87	$8,094.67	$8,498.54	$8,921.47
Payroll Technician	CON	7/4/2021	$5,203.47	$6,326.67	$5,203.47	$5,461.74	$5,735.60	$6,023.34	$6,326.67
Performance and Optimization Manager	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Permit Technician	TMTR	7/4/2021	$4,628.00	$5,624.67	$4,628.00	$4,862.00	$5,104.67	$5,359.47	$5,624.67
Plan Check Engineer	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Plan Checker	TMTR	7/4/2021	$6,734.00	$8,184.80	$6,734.00	$7,072.00	$7,423.87	$7,794.80	$8,184.80
Planning Director	DH	7/4/2021	$13,291.20	$16,154.67					
Police Administrative Director	DH	7/4/2021	$11,020.54	$13,393.47					
Police Captain	PMG	1/2/2022	$13,981.07	$16,995.34	$13,981.07	$14,681.34	$15,414.54	$16,187.60	$16,995.34
Police Chief	EX	1/2/2022	$22,030.67	$29,516.94					
Police Communications Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Police Corporal	POA	1/2/2022	$7,661.34	$9,313.20	$7,661.34	$8,044.40	$8,446.54	$8,869.47	$9,313.20
Police Detective	POA	1/2/2022	$8,465.60	$10,287.34	$8,465.60	$8,890.27	$9,332.27	$9,798.54	$10,287.34
Police Dispatch Supervisor	TMTR	7/4/2021	$6,884.80	$8,365.07	$6,884.80	$7,222.80	$7,586.80	$7,968.14	$8,365.07
Police Dispatcher	TMTR	7/4/2021	$4,435.60	$5,446.14	$4,435.60	$4,667.87	$4,914.00	$5,172.27	$5,446.14
Police Dispatcher Trainee	TMTR	7/4/2021	$4,026.54	$4,940.00	$4,026.54	$4,234.54	$4,461.60	$4,695.60	$4,940.00
Police Grants Analyst	TMTR	7/4/2021	$5,921.07	$7,198.54	$5,921.07	$6,219.20	$6,529.47	$6,855.34	$7,198.54
Police Lieutenant	PMG	1/2/2022	$12,142.00	$14,750.67	$12,142.00	$12,748.67	$13,383.07	$14,048.67	$14,750.67
Police Officer	POA	1/2/2022	$6,933.34	$8,429.20	$6,933.34	$7,281.74	$7,645.74	$8,025.34	$8,429.20
Police Records Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Police Records Specialist	TMTR	7/4/2021	$3,707.60	$4,506.67	$3,707.60	$3,896.54	$4,088.94	$4,291.74	$4,506.67
Police Records Specialist Trainee	TMTR	7/4/2021	$3,445.87	$4,189.47	$3,445.87	$3,617.47	$3,797.74	$3,988.40	$4,189.47
Police Records Supervisor	TMTR	7/4/2021	$5,421.87	$6,588.40	$5,421.87	$5,690.54	$5,974.80	$6,272.94	$6,588.40
Police Recruit	POA	1/2/2022	$6,276.40	$7,630.14	$6,276.40	$6,590.14	$6,921.20	$7,269.60	$7,630.14
Police Sergeant	PMG	1/2/2022	$10,429.47	$12,675.87	$10,429.47	$10,949.47	$11,498.94	$12,072.67	$12,675.87
Principal Engineer	AOME	7/4/2021	$10,519.60	$12,785.07	$10,519.60	$11,043.07	$11,599.47	$12,176.67	$12,785.07
Principal IT Analyst	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Principal Planner	AOME	7/4/2021	$10,634.00	$12,920.27	$10,634.00	$11,162.67	$11,719.07	$12,306.67	$12,920.27
Principal Project Manager	AOME	7/4/2021	$10,183.34	$12,374.27	$10,183.34	$10,691.20	$11,225.07	$11,786.67	$12,374.27
Project Coordinator	TMTR	7/4/2021	$6,042.40	$7,340.67	$6,042.40	$6,342.27	$6,661.20	$6,994.00	$7,340.67
Project Manager	AOME	7/4/2021	$8,079.07	$9,815.87	$8,079.07	$8,477.74	$8,904.14	$9,347.87	$9,815.87
Public Facilities Maintenance Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Public Services Project Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Public Works Inspector	TMTR	7/4/2021	$6,092.67	$7,404.80	$6,092.67	$6,399.47	$6,718.40	$7,052.94	$7,404.80
Purchasing Assistant	TMTR	7/4/2021	$4,394.00	$5,336.94	$4,394.00	$4,612.40	$4,841.20	$5,083.87	$5,336.94
Purchasing Manager	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Purchasing Team Leader	TMTR	7/7/2019	$5,804.94	$7,056.40	$5,804.94	$6,096.14	$6,401.20	$6,720.14	$7,056.40

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Records Coordinator	CON	7/4/2021	$5,184.40	$6,300.67	$5,184.40	$5,444.40	$5,716.54	$6,000.80	$6,300.67
Records Manager	AOME	7/4/2021	$5,640.27	$6,855.34	$5,640.27	$5,921.07	$6,219.20	$6,529.47	$6,855.34
Records Specialist	CON	7/4/2021	$4,000.54	$4,860.27	$4,000.54	$4,201.60	$4,409.60	$4,628.00	$4,860.27
Recreation/Community Services Coordinator	TMTR	7/4/2021	$4,395.74	$5,338.67	$4,395.74	$4,612.40	$4,842.94	$5,083.87	$5,338.67
Recreation/Community Services Director	DH	7/4/2021	$10,687.74	$12,987.87					
Recreation/Community Services Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Recreation/Community Services Supervisor	TMTR	7/4/2021	$4,662.67	$5,666.27	$4,662.67	$4,894.94	$5,141.07	$5,397.60	$5,666.27
Revenue Manager	AOME	8/2/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Revenue Services Specialist	TMTR	7/4/2021	$4,440.80	$5,397.60	$4,440.80	$4,662.67	$4,894.94	$5,141.07	$5,397.60
Revenue Services Supervisor	AOME	7/4/2021	$6,628.27	$8,060.00	$6,628.27	$6,962.80	$7,311.20	$7,675.20	$8,060.00
Risk Management Coordinator	SCN	7/4/2021	$6,529.47	$7,933.47	$6,529.47	$6,855.34	$7,198.54	$7,555.60	$7,933.47
Risk Management Director	DH	7/4/2021	$10,687.74	$12,987.87					
Risk Management Technician	CON	7/4/2021	$5,203.47	$6,326.67	$5,203.47	$5,461.74	$5,735.60	$6,023.34	$6,326.67
Risk/Safety Manager	AOME	7/7/2019	$8,741.20	$10,625.34	$8,741.20	$9,179.74	$9,637.34	$10,120.94	$10,625.34
Senior Accountant	CON	7/4/2021	$6,527.74	$7,933.47	$6,527.74	$6,853.60	$7,196.80	$7,555.60	$7,933.47
Senior Accounts Payable Technician	CON	7/4/2021	$4,971.20	$6,042.40	$4,971.20	$5,219.07	$5,501.60	$5,756.40	$6,042.40
Senior Administrative Assistant	CON	7/4/2021	$4,929.60	$5,988.67	$4,929.60	$5,175.74	$5,432.27	$5,704.40	$5,988.67
Senior Associate Civil Engineer	AOME	7/4/2021	$9,103.47	$11,063.87	$9,103.47	$9,561.07	$10,037.74	$10,538.67	$11,063.87
Senior Associate Engineer	AOME	7/4/2021	$9,103.47	$11,063.87	$9,103.47	$9,561.07	$10,037.74	$10,538.67	$11,063.87
Senior Combo Building Inspector	TMTR	7/4/2021	$6,801.60	$8,268.00	$6,801.60	$7,139.60	$7,496.67	$7,872.80	$8,268.00
Senior Community Improvement Officer	TMTR	7/4/2021	$5,664.54	$6,881.34	$5,664.54	$5,947.07	$6,241.74	$6,553.74	$6,881.34
Senior Community Information Specialist	SCN	7/4/2021	$6,042.40	$7,340.67	$6,042.40	$6,342.27	$6,661.20	$6,994.00	$7,340.67
Senior Custodian	AFSCME	7/4/2021	$3,837.60	$4,662.67	$3,837.60	$4,028.27	$4,227.60	$4,437.34	$4,662.67
Senior Deputy Fire Chief	FMG	1/2/2022	$16,338.40	$19,858.80	$16,338.40	$17,158.27	$18,014.54	$18,914.14	$19,858.80
Senior Electrician	AFSCME	7/4/2021	$5,647.20	$6,860.54	$5,647.20	$5,928.00	$6,220.94	$6,534.67	$6,860.54
Senior Environmental Technician	TMTR	7/4/2021	$4,986.80	$6,058.00	$4,986.80	$5,234.67	$5,494.67	$5,770.27	$6,058.00
Senior Equipment Mechanic	AFSCME	7/4/2021	$4,967.74	$6,038.94	$4,967.74	$5,215.60	$5,479.07	$5,752.94	$6,038.94
Senior Facilities Maintenance Technician	AFSCME	7/4/2021	$4,681.74	$5,687.07	$4,681.74	$4,915.74	$5,161.87	$5,418.40	$5,687.07
Senior Facilities Maintenance Worker	AFSCME	7/4/2021	$3,837.60	$4,662.67	$3,837.60	$4,028.27	$4,227.60	$4,437.34	$4,662.67
Senior Financial Analyst	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Senior Fire Dispatcher	TMTR	7/4/2021	$4,877.60	$5,986.94	$4,877.60	$5,135.87	$5,406.27	$5,688.80	$5,986.94
Senior Fire Equipment Mechanic	AFSCME	7/4/2021	$5,489.47	$6,671.60	$5,489.47	$5,763.34	$6,051.07	$6,354.40	$6,671.60
Senior Fire Safety Specialist	TMTR	7/4/2021	$6,413.34	$7,794.80	$6,413.34	$6,734.00	$7,072.00	$7,423.87	$7,794.80
Senior Forensic Specialist	TMTR	7/4/2021	$5,766.80	$7,009.60	$5,766.80	$6,054.54	$6,356.14	$6,673.34	$7,009.60
Senior Helicopter Mechanic	AFSCME	7/4/2021	$7,579.87	$9,212.67	$7,579.87	$7,959.47	$8,356.40	$8,775.87	$9,212.67
Senior Human Resources Analyst	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Senior Information Technology Specialist	CON	7/4/2021	$6,042.40	$7,342.40	$6,042.40	$6,344.00	$6,661.20	$6,994.00	$7,342.40
Senior Integrated Waste Collector	AFSCME	7/4/2021	$3,991.87	$4,851.60	$3,991.87	$4,194.67	$4,402.67	$4,619.34	$4,851.60
Senior Landscape Architect	AOME	7/4/2021	$8,216.00	$9,985.74	$8,216.00	$8,625.07	$9,058.40	$9,510.80	$9,985.74
Senior Landscape Planner	TMTR	7/4/2021	$7,702.94	$9,360.00	$7,702.94	$8,086.00	$8,486.40	$8,914.54	$9,360.00
Senior Legislative Analyst	AOME	7/4/2021	$7,342.40	$8,921.47	$7,342.40	$7,709.87	$8,094.67	$8,498.54	$8,921.47
Senior Librarian	TMTR	7/4/2021	$5,640.27	$6,928.14	$5,640.27	$5,938.40	$6,250.40	$6,583.20	$6,928.14
Senior Library Assistant	TMTR	7/4/2021	$4,238.00	$5,205.20	$4,238.00	$4,465.07	$4,699.07	$4,945.20	$5,205.20
Senior Library Clerk	TMTR	7/4/2021	$3,373.07	$4,099.34	$3,373.07	$3,542.94	$3,721.47	$3,905.20	$4,099.34
Senior Management Analyst	AOME	7/4/2021	$7,342.40	$8,921.47	$7,342.40	$7,709.87	$8,094.67	$8,498.54	$8,921.47
Senior Neighborhood Improvement Specialist	TMTR	7/7/2019	$5,577.87	$6,780.80	$5,577.87	$5,858.67	$6,151.60	$6,458.40	$6,780.80
Senior Network Engineer	AOME	7/4/2021	$8,916.27	$10,838.54	$8,916.27	$9,363.47	$9,831.47	$10,323.74	$10,838.54
Senior Park Maintenance Technician	AFSCME	7/4/2021	$4,681.74	$5,687.07	$4,681.74	$4,915.74	$5,161.87	$5,418.40	$5,687.07

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Senior Park Maintenance Worker	AFSCME	7/4/2021	$3,837.60	$4,662.67	$3,837.60	$4,028.27	$4,227.60	$4,437.34	$4,662.67
Senior Parts Specialist	AFSCME	7/4/2021	$4,588.14	$5,576.14	$4,588.14	$4,816.94	$5,056.14	$5,309.20	$5,576.14
Senior Performance and Optimization Analyst	CON	11/22/2021	$8,112.00	$9,860.94	$8,112.00	$8,521.07	$8,942.27	$9,391.20	$9,860.94
Senior Permit Technician	TMTR	7/4/2021	$5,151.47	$6,262.54	$5,151.47	$5,409.74	$5,680.14	$5,964.40	$6,262.54
Senior Plan Check Engineer	AOME	7/4/2021	$9,200.54	$11,181.74	$9,200.54	$9,659.87	$10,143.47	$10,651.34	$11,181.74
Senior Planner	AOME	7/4/2021	$8,791.47	$10,686.00	$8,791.47	$9,233.47	$9,694.54	$10,176.40	$10,686.00
Senior Police Dispatcher	TMTR	7/4/2021	$4,877.60	$5,986.94	$4,877.60	$5,135.87	$5,406.27	$5,688.80	$5,986.94
Senior Police Records Specialist	TMTR	7/4/2021	$4,296.94	$5,227.74	$4,296.94	$4,515.34	$4,740.67	$4,976.40	$5,227.74
Senior Project Coordinator	AOME	7/4/2021	$6,612.67	$8,039.20	$6,612.67	$6,945.47	$7,293.87	$7,657.87	$8,039.20
Senior Project Manager	AOME	7/4/2021	$8,921.47	$10,845.47	$8,921.47	$9,368.67	$9,840.14	$10,330.67	$10,845.47
Senior Public Works Inspector	TMTR	7/4/2021	$6,801.60	$8,268.00	$6,801.60	$7,139.60	$7,496.67	$7,872.80	$8,268.00
Senior Records Specialist	CON	7/4/2021	$4,716.40	$5,728.67	$4,716.40	$4,950.40	$5,198.27	$5,456.54	$5,728.67
Senior Recreation/Community Services Supervisor	TMTR	7/4/2021	$6,092.67	$7,403.07	$6,092.67	$6,399.47	$6,718.40	$7,052.94	$7,403.07
Senior Street Maintenance Technician	AFSCME	7/4/2021	$4,681.74	$5,687.07	$4,681.74	$4,915.74	$5,161.87	$5,418.40	$5,687.07
Senior Street Maintenance Worker	AFSCME	7/4/2021	$3,837.60	$4,662.67	$3,837.60	$4,028.27	$4,227.60	$4,437.34	$4,662.67
Senior Systems Analyst	CON	7/4/2021	$8,113.74	$9,862.67	$8,113.74	$8,522.80	$8,947.47	$9,392.94	$9,862.67
Senior Telecommunications Analyst	CON	7/4/2021	$8,113.74	$9,862.67	$8,113.74	$8,522.80	$8,947.47	$9,392.94	$9,862.67
Senior Utilities Technician	AFSCME	7/4/2021	$4,862.00	$5,908.94	$4,862.00	$5,104.67	$5,366.40	$5,626.40	$5,908.94
Street Maintenance Supervisor	TMTR	7/4/2021	$5,804.94	$7,054.67	$5,804.94	$6,094.40	$6,401.20	$6,718.40	$7,054.67
Street Maintenance Technician	AFSCME	7/4/2021	$4,234.54	$5,148.00	$4,234.54	$4,452.94	$4,669.60	$4,905.34	$5,148.00
Supervising Building Inspector	AOME	7/4/2021	$7,897.07	$9,595.74	$7,897.07	$8,288.80	$8,706.54	$9,139.87	$9,595.74
Supervising Librarian	TMTR	7/4/2021	$6,486.14	$7,964.67	$6,486.14	$6,829.34	$7,188.14	$7,564.27	$7,964.67
Supervising Library Clerk	TMTR	7/4/2021	$3,728.40	$4,530.94	$3,728.40	$3,912.14	$4,108.00	$4,312.54	$4,530.94
Supervising Public Works Inspector	AOME	7/4/2021	$7,897.07	$9,595.74	$7,897.07	$8,288.80	$8,706.54	$9,139.87	$9,595.74
Survey Party Chief	TMTR	7/4/2021	$6,241.74	$7,586.80	$6,241.74	$6,553.74	$6,883.07	$7,228.00	$7,586.80
Survey Technician	TMTR	7/4/2021	$5,676.67	$6,900.40	$5,676.67	$5,960.94	$6,260.80	$6,571.07	$6,900.40
Sustainability Program Manager	AOME	7/4/2021	$10,634.00	$12,920.27	$10,634.00	$11,162.67	$11,719.07	$12,306.67	$12,920.27
Systems Analyst	CON	7/4/2021	$6,042.40	$7,342.40	$6,042.40	$6,344.00	$6,661.20	$6,994.00	$7,342.40
Systems Specialist	CON	7/4/2021	$5,473.87	$6,656.00	$5,473.87	$5,749.47	$6,035.47	$6,337.07	$6,656.00
Telecommunications Analyst	CON	7/4/2021	$6,042.40	$7,342.40	$6,042.40	$6,344.00	$6,661.20	$6,995.74	$7,342.40
Traffic/Transportation Manager	AOME	7/4/2021	$12,379.47	$15,045.34	$12,379.47	$12,998.27	$13,648.27	$14,331.20	$15,045.34
Utilities Administrative Services & Integrated Waste Director	DH	7/4/2021	$12,379.47	$15,045.34					
Utilities Customer Services Director	DH	7/4/2021	$10,687.74	$12,987.87					
Utilities Customer Services Specialist	TMTR	7/4/2021	$4,440.80	$5,397.60	$4,440.80	$4,662.67	$4,894.94	$5,141.07	$5,397.60
Utilities Customer Services Supervisor	AOME	7/4/2021	$6,628.27	$8,060.00	$6,628.27	$6,964.54	$7,311.20	$7,675.20	$8,060.00
Utilities Engineering Division Manager	AOME	7/4/2021	$12,379.47	$15,045.34	$12,379.47	$12,998.27	$13,646.54	$14,331.20	$15,045.34
Utilities General Manager	EX	7/4/2021	$16,425.07	$22,006.40					
Utilities Maintenance Worker	AFSCME	7/4/2021	$3,983.20	$4,841.20	$3,983.20	$4,182.54	$4,394.00	$4,608.94	$4,841.20
Utilities Operations Assistant Division Manager	AOME	7/4/2021	$7,605.87	$9,242.14	$7,605.87	$7,983.74	$8,384.14	$8,800.14	$9,242.14
Utilities Operations Division Manager	AOME	7/4/2021	$9,607.87	$11,677.47	$9,607.87	$10,089.74	$10,590.67	$11,119.34	$11,677.47
Utilities Project Manager	AOME	7/4/2021	$8,541.87	$10,386.14	$8,541.87	$8,971.74	$9,418.94	$9,888.67	$10,386.14
Utilities Service Representative	AFSCME	7/4/2021	$4,395.74	$5,336.94	$4,395.74	$4,610.67	$4,842.94	$5,083.87	$5,336.94
Utilities Supervisor	TMTR	7/4/2021	$6,108.27	$7,422.14	$6,108.27	$6,411.60	$6,732.27	$7,070.27	$7,422.14
Utilities Technician	AFSCME	7/4/2021	$4,400.94	$5,349.07	$4,400.94	$4,619.34	$4,851.60	$5,092.54	$5,349.07
Water Production Manager	AOME	7/4/2021	$9,607.87	$11,677.47	$9,607.87	$10,089.74	$10,590.67	$11,119.34	$11,677.47
Water Production Operator	TMTR	7/4/2021	$5,232.94	$6,356.14	$5,232.94	$5,494.67	$5,766.80	$6,054.54	$6,356.14
Water Production Supervisor	TMTR	7/4/2021	$6,108.27	$7,422.14	$6,108.27	$6,411.60	$6,732.27	$7,070.27	$7,422.14

Compensation Grades / Step Table
Full-Time Classifications Effective 01/02/2022

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Water Quality Programs Manager	AOME	7/4/2021	$7,839.87	$9,524.67	$7,839.87	$8,231.60	$8,642.40	$9,072.27	$9,524.67
Water Quality Specialist	TMTR	7/4/2021	$6,413.34	$7,794.80	$6,413.34	$6,734.00	$7,072.00	$7,423.87	$7,794.80
Water Resources and Regulatory Affairs Director	DH	7/4/2021	$12,379.47	$15,045.34					
Water Resources Coordinator	TMTR	7/4/2021	$6,413.34	$7,794.80	$6,413.34	$6,734.00	$7,072.00	$7,423.87	$7,794.80
Water Resources Manager	AOME	7/4/2021	$10,519.60	$12,785.07	$10,519.60	$11,043.07	$11,599.47	$12,176.67	$12,785.07
Water/Sewer Maintenance Manager	AOME	7/4/2021	$8,541.87	$10,386.14	$8,541.87	$8,971.74	$9,418.94	$9,888.67	$10,386.14
Water/Wastewater Technician	TMTR	7/4/2021	$5,262.40	$6,396.00	$5,262.40	$5,524.14	$5,801.47	$6,089.20	$6,396.00
Web Developer	CON	7/4/2021	$6,042.40	$7,342.40	$6,042.40	$6,344.00	$6,661.20	$6,994.00	$7,342.40
Web Technician	CON	7/4/2021	$4,927.87	$5,986.94	$4,927.87	$5,174.00	$5,430.54	$5,702.67	$5,986.94
Welder	AFSCME	7/4/2021	$4,075.07	$4,950.40	$4,075.07	$4,279.60	$4,489.34	$4,718.14	$4,950.40

Compensation Grades / Step Table
Full-Time Classifications Effective 07/02/2023

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Accountant	CON	7/2/2023	$6,279.87	$7,631.87	$6,279.87	$6,595.34	$6,926.40	$7,274.80	$7,631.87
Accounting Manager	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Accounting Technician	CON	7/2/2023	$5,265.87	$6,399.47	$5,265.87	$5,527.60	$5,803.20	$6,092.67	$6,399.47
Accounts Payable Technician	CON	7/2/2023	$5,265.87	$6,399.47	$5,265.87	$5,527.60	$5,803.20	$6,092.67	$6,399.47
Administrative Assistant	CON	7/2/2023	$5,007.60	$6,085.74	$5,007.60	$5,260.67	$5,518.94	$5,796.27	$6,085.74
Administrative Assistant to the City Council	CON	7/2/2023	$7,065.07	$8,581.74	$7,065.07	$7,420.40	$7,787.87	$8,177.87	$8,581.74
Administrative Officer	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Administrative Officer - Confidential	CONMGMT	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Administrative Specialist	TMTR	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Administrative Specialist - Confidential	CON	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Administrative Technician	TMTR	7/2/2023	$4,667.87	$5,673.20	$4,667.87	$4,905.34	$5,148.00	$5,402.80	$5,673.20
Asset Forfeiture Fiscal Coordinator	TMTR	7/2/2023	$6,992.27	$8,496.80	$6,992.27	$7,337.20	$7,706.40	$8,089.47	$8,496.80
Assistant City Clerk / Records Management Director	DH	7/3/2022	$11,242.40	$15,695.34					
Assistant City Engineer	AOME	7/2/2023	$13,828.54	$16,806.40	$13,828.54	$14,518.40	$15,246.40	$16,009.07	$16,806.40
Assistant City Manager	EX	7/3/2022	$15,230.80	$20,406.54					
Assistant Curator	TMTR	7/2/2023	$4,667.87	$5,673.20	$4,667.87	$4,905.34	$5,148.00	$5,402.80	$5,673.20
Assistant Engineer	TMTR	7/2/2023	$8,342.54	$10,140.00	$8,342.54	$8,762.00	$9,200.54	$9,659.87	$10,140.00
Assistant Finance Director	DH	7/3/2022	$12,315.34	$15,690.14					
Assistant General Manager - Administration and Customer Service	DH	7/3/2022	$13,859.74	$16,478.80					
Assistant General Manager - Utilities Engineering and Operations	DH	7/3/2022	$14,674.40	$18,018.00					
Assistant Human Resources Risk Management Director	DH	7/3/2022	$12,315.34	$14,969.07					
Assistant Information Technology Director	DH	3/12/2023	$12,315.34	$15,690.14					
Assistant Parks and Maintenance Director	AOME	7/2/2023	$10,065.47	$12,237.34	$10,065.47	$10,571.60	$11,098.54	$11,651.47	$12,237.34
Assistant Planner	TMTR	7/2/2023	$6,538.14	$7,947.34	$6,538.14	$6,864.00	$7,208.94	$7,569.47	$7,947.34
Assistant Planning Director	AOME	7/2/2023	$13,060.67	$15,875.60	$13,060.67	$13,715.87	$14,400.54	$15,119.87	$15,875.60
Associate Civil Engineer	TMTR	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Associate Engineer	TMTR	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Associate Landscape Planner	TMTR	7/2/2023	$7,387.47	$8,980.40	$7,387.47	$7,760.14	$8,148.40	$8,555.74	$8,980.40
Associate Planner	TMTR	7/2/2023	$8,020.14	$9,743.07	$8,020.14	$8,418.80	$8,840.00	$9,278.54	$9,743.07
Broadband Analyst	CON	7/2/2023	$7,163.87	$8,706.54	$7,163.87	$7,425.60	$7,900.54	$8,294.00	$8,706.54
Broadband Coordinator	AOME	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Broadband General Manager	DH	7/3/2022	$13,558.14	$16,478.80					
Broadband Operations Manager	AOME	7/2/2023	$11,375.87	$13,821.60	$11,375.87	$11,942.67	$12,538.94	$13,164.67	$13,821.60
Building Inspector	TMTR	7/2/2023	$5,872.54	$7,496.67	$6,165.47	$6,472.27	$6,799.87	$7,139.60	$7,496.67
Building Manager	AOME	7/2/2023	$10,736.27	$13,050.27	$10,736.27	$11,275.34	$11,835.20	$12,424.54	$13,050.27
Building Official	DH	7/3/2022	$12,913.34	$15,695.34					
Building Plans Examiner	TMTR	7/2/2023	$8,470.80	$10,297.74	$8,470.80	$8,897.20	$9,339.20	$9,808.94	$10,297.74
Building Plans Specialist	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,508.80	$7,881.47
Business License Specialist	TMTR	7/2/2023	$4,962.54	$6,030.27	$4,962.54	$5,208.67	$5,468.67	$5,744.27	$6,030.27
Business License Supervisor	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Buyer	TMTR	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Case Manager	TMTR	6/15/2023	$6,073.60	$7,382.27	$6,073.60	$6,378.67	$6,697.60	$7,032.14	$7,382.27
Central Services Specialist	TMTR	7/2/2023	$4,144.40	$5,033.60	$4,144.40	$4,352.40	$4,569.07	$4,794.40	$5,033.60
Chief Deputy	DH - Fire Safety	6/11/2023	$16,754.40	$25,703.60					
Chief Human Resources Investigator	RA	6/28/2023	$14,501.07	$14,501.07					
Chief Investment Officer	DH	7/3/2022	$10,902.67	$13,247.87					
City Auditor	AOME	7/2/2023	$9,784.67	$11,892.40	$9,784.67	$10,275.20	$10,784.80	$11,325.60	$11,892.40
City Engineer	DH	7/3/2022	$14,835.60	$18,030.14					

Compensation Grades / Step Table
Full-Time Classifications Effective 07/02/2023

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
City Manager	EX	7/3/2022	$28,518.54	$30,813.47					
Combination Building Inspector	TMTR	7/2/2023	$6,806.80	$8,273.20	$6,806.80	$7,148.27	$7,505.34	$7,879.74	$8,273.20
Communications and Community Relations Director	DH	7/3/2022	$11,242.40	$15,695.34					
Communications and Community Relations Manager	AOME	7/2/2023	$10,736.27	$13,050.27	$10,736.27	$11,275.34	$11,835.20	$12,424.54	$13,050.27
Community Development Assistant Director	DH	3/12/2023	$14,835.60	$18,030.14					
Community Improvement Director	DH	7/3/2022	$11,242.40	$13,662.14					
Community Improvement Officer	TMTR	7/2/2023	$5,756.40	$6,997.47	$5,756.40	$6,044.14	$6,345.74	$6,662.94	$6,997.47
Community Improvement Supervisor	AOME	7/2/2023	$7,598.94	$9,236.94	$7,598.94	$7,976.80	$8,375.47	$8,794.94	$9,236.94
Community Information Specialist	CON	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Community Information Supervisor	AOME	7/2/2023	$7,404.80	$9,002.94	$7,404.80	$7,779.20	$8,167.47	$8,574.80	$9,002.94
Community Life and Culture Officer	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Community Service Officer	TMTR	7/2/2023	$4,508.40	$5,479.07	$4,508.40	$4,730.27	$4,969.47	$5,217.34	$5,479.07
Continuum of Care Manager	AOME	7/2/2023	$10,736.27	$13,050.27	$10,736.27	$11,275.34	$11,835.20	$12,424.54	$13,050.27
Continuum of Care Social Worker	TMTR	7/2/2023	$6,820.67	$8,288.80	$6,820.67	$7,162.14	$7,520.94	$7,897.07	$8,288.80
Crime Analyst	TMTR	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Crime Prevention Specialist	TMTR	7/2/2023	$5,134.14	$6,240.00	$5,134.14	$5,388.94	$5,659.34	$5,943.60	$6,240.00
Cross-Connection Control Specialist	TMTR	7/2/2023	$6,824.14	$8,290.54	$6,824.14	$7,162.14	$7,520.94	$7,898.80	$8,290.54
Cross-Connection Control Supervisor	TMTR	7/2/2023	$7,503.60	$9,120.80	$7,503.60	$7,879.74	$8,273.20	$8,685.74	$9,120.80
Custodial Services Supervisor	TMTR	7/2/2023	$5,570.94	$6,766.94	$5,570.94	$5,848.27	$6,139.47	$6,446.27	$6,766.94
Custodian	AFSCME	7/2/2023	$3,549.87	$4,312.54	$3,549.87	$3,726.67	$3,913.87	$4,108.00	$4,312.54
Customer Services Representative	TMTR	7/2/2023	$4,142.67	$5,033.60	$4,142.67	$4,352.40	$4,569.07	$4,794.40	$5,033.60
Database Administrator	CON	7/2/2023	$9,698.00	$11,786.67	$9,698.00	$10,185.07	$10,694.67	$11,226.80	$11,786.67
Departmental Administrator	DH	7/3/2022	$10,902.67	$13,247.87					
Deputy Fire Chief - 40 hr	FMG	7/2/2023	$16,324.54	$19,838.00	$16,324.54	$17,140.94	$17,995.47	$18,895.07	$19,838.00
Deputy Fire Marshal	AOME	7/2/2023	$9,555.87	$11,616.80	$9,555.87	$10,036.00	$10,536.94	$11,065.60	$11,616.80
Deputy Police Chief	DH	1/15/2023	$16,754.40	$25,703.60					
DH 1	DH	7/2/2023	$10,902.67	$14,508.00					
DH 2	DH	7/2/2023	$11,448.67	$15,232.54					
DH 3	DH	7/2/2023	$12,020.67	$15,993.47					
DH 4	DH	7/2/2023	$12,622.14	$16,794.27					
DH 5	DH	7/2/2023	$13,253.07	$17,633.20					
DH 6	DH	7/2/2023	$13,911.74	$18,515.47					
DH 7	DH	7/2/2023	$14,612.00	$19,441.07					
DH 8	DH	7/2/2023	$15,341.74	$20,413.47					
DH 9	DH	7/2/2023	$16,109.60	$21,432.67					
DH10	DH	7/2/2023	$16,913.87	$22,505.60					
DH11	DH	7/2/2023	$17,759.74	$23,630.54					
DIF Analyst	TMTR	7/2/2023	$8,283.60	$10,063.74	$8,283.60	$8,697.87	$9,132.94	$9,592.27	$10,063.74
Digital Forensic Specialist	TMTR	7/2/2023	$5,813.60	$7,066.80	$5,813.60	$6,103.07	$6,408.14	$6,728.80	$7,066.80
Digital Investigative Analyst	TMTR	7/2/2023	$8,283.60	$10,063.74	$8,283.60	$8,697.87	$9,132.94	$9,592.27	$10,063.74
Economic Development Analyst	CON	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Economic Development Coordinator	AOME	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Economic Development Director	DH	7/3/2022	$13,558.14	$16,478.80					
Economic Development Specialist	CON	7/2/2023	$6,116.94	$7,436.00	$6,116.94	$6,423.74	$6,742.67	$7,080.67	$7,436.00
Emergency Management Coordinator	TMTR	7/2/2023	$7,295.60	$8,862.54	$7,295.60	$7,659.60	$8,042.67	$8,441.34	$8,862.54
Emergency Manager	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Emergency Medical Services Director	DH	7/3/2022	$11,242.40	$13,662.14					
EMS Nurse	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Engineering Aide	TMTR	7/2/2023	$6,170.67	$7,501.87	$6,170.67	$6,480.94	$6,803.34	$7,144.80	$7,501.87
Engineering Assistant	TMTR	7/2/2023	$6,955.87	$8,450.00	$6,955.87	$7,302.54	$7,668.27	$8,049.60	$8,450.00
Engineering Assistant/GIS	TMTR	7/2/2023	$6,955.87	$8,450.00	$6,955.87	$7,302.54	$7,668.27	$8,049.60	$8,450.00
Environmental Programs Manager	AOME	7/2/2023	$8,758.54	$10,639.20	$8,758.54	$9,195.34	$9,654.67	$10,134.80	$10,639.20
Environmental Technician	TMTR	7/2/2023	$5,066.54	$6,153.34	$5,066.54	$5,317.87	$5,583.07	$5,863.87	$6,153.34
Equipment Mechanic	AFSCME	7/2/2023	$5,024.94	$6,110.00	$5,024.94	$5,279.74	$5,543.20	$5,818.80	$6,110.00
Equipment Service Technician	AFSCME	7/2/2023	$4,550.00	$5,529.34	$4,550.00	$4,778.80	$5,012.80	$5,267.60	$5,529.34
Evidence Technician	TMTR	7/2/2023	$5,005.87	$6,085.74	$5,005.87	$5,260.67	$5,518.94	$5,796.27	$6,085.74
Executive Assistant to the City Manager	SCN	7/2/2023	$10,478.00	$12,731.34	$10,478.00	$11,001.47	$11,550.94	$12,126.40	$12,731.34
Executive Director Community Development	EX	7/3/2022	$16,754.40	$22,446.67					
Executive Director Community Life and Culture	EX	7/3/2022	$13,575.47	$18,186.14					
Executive Director Economic Development	EX	7/3/2022	$13,575.47	$18,186.14					
Executive Director Human Resources Risk Management	EX	7/3/2022	$13,575.47	$18,186.14					
Executive Director Information Technology	EX	7/3/2022	$13,575.47	$18,186.14					
Executive Director of Finance	EX	7/3/2022	$15,230.80	$20,406.54					
Executive Director Public Works	EX	7/3/2022	$15,230.80	$20,406.54					
Facilities Maintenance Supervisor	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,505.34	$7,881.47
Facilities Maintenance Technician	AFSCME	7/2/2023	$4,730.27	$5,751.20	$4,730.27	$4,974.67	$5,217.34	$5,480.80	$5,751.20
Facility Attendant	TMTR	6/15/2023	$3,768.27	$4,581.20	$3,768.27	$3,957.20	$4,154.80	$4,362.80	$4,581.20
Fiber Field Technician	AFSCME	7/2/2023	$6,309.34	$7,664.80	$6,309.34	$6,623.07	$6,948.94	$7,300.80	$7,664.80
Financial Analyst	CON	7/2/2023	$8,283.60	$10,063.74	$8,283.60	$8,697.87	$9,132.94	$9,592.27	$10,063.74
Fire Administrative Director	DH	7/3/2022	$11,242.40	$13,662.14					
Fire Battalion Chief - 56 hr	FMG	7/2/2023	$14,734.72	$17,908.80	$14,734.72	$15,472.43	$16,244.11	$17,057.04	$17,908.80
Fire Captain - 40 hr	FFA	7/2/2023	$10,758.80	$13,074.54	$10,758.80	$11,299.60	$11,862.94	$12,455.74	$13,074.54
Fire Captain - 56 hr	FFA	7/2/2023	$11,366.51	$13,819.87	$11,366.51	$11,941.63	$12,533.74	$13,162.24	$13,819.87
Fire Chief	EX	1/2/2022	$21,368.54	$27,844.27					
Fire Communications Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Fire Dispatch Supervisor	TMTR	7/2/2023	$7,690.80	$9,344.40	$7,690.80	$8,068.67	$8,476.00	$8,900.67	$9,344.40
Fire Dispatcher	TMTR	7/2/2023	$4,957.34	$6,084.00	$4,957.34	$5,213.87	$5,489.47	$5,778.94	$6,084.00
Fire Dispatcher Trainee	TMTR	7/2/2023	$4,499.74	$5,518.94	$4,499.74	$4,730.27	$4,985.07	$5,246.80	$5,518.94
Fire Engineer - 40 hr	FFA	7/2/2023	$9,103.47	$11,060.40	$9,103.47	$9,559.34	$10,037.74	$10,535.20	$11,060.40
Fire Engineer - 56 hr	FFA	7/2/2023	$9,619.31	$11,686.83	$9,619.31	$10,099.79	$10,604.54	$11,131.12	$11,686.83
Fire Equipment Mechanic	AFSCME	7/2/2023	$5,550.14	$6,746.14	$5,550.14	$5,827.47	$6,122.14	$6,427.20	$6,746.14
Fire Investigation Supervisor - 40 hr	FFA	7/2/2023	$10,758.80	$13,074.54	$10,758.80	$11,299.60	$11,862.94	$12,455.74	$13,074.54
Fire Investigation Supervisor - 56 hr	FFA	7/2/2023	$11,366.51	$13,819.87	$11,366.51	$11,941.63	$12,533.74	$13,162.24	$13,819.87
Fire Protection Analyst	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Fire Safety Specialist	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,508.80	$7,881.47
Fire Safety Technician	TMTR	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Firefighter - 40 hr	FFA	7/2/2023	$7,640.54	$9,283.74	$7,640.54	$8,018.40	$8,420.54	$8,841.74	$9,283.74
Firefighter - 56 hr	FFA	7/2/2023	$8,073.52	$9,811.02	$8,073.52	$8,476.35	$8,896.16	$9,345.10	$9,811.02
Firefighter Trainee	FFA	7/2/2023	$6,917.74	$8,408.40	$6,917.74	$7,262.67	$7,626.67	$8,008.00	$8,408.40
Fleet Services Coordinator	TMTR	7/2/2023	$5,553.60	$6,749.60	$5,553.60	$5,830.94	$6,123.87	$6,430.67	$6,749.60
Fleet Services Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Fleet Services Supervisor	TMTR	7/2/2023	$6,820.67	$8,288.80	$6,820.67	$7,162.14	$7,520.94	$7,897.07	$8,288.80
Forensic Field Supervisor	TMTR	7/2/2023	$7,690.80	$9,344.40	$7,690.80	$8,068.67	$8,476.00	$8,900.67	$9,344.40
Forensic Specialist	TMTR	7/2/2023	$5,798.00	$7,117.07	$5,798.00	$6,104.80	$6,425.47	$6,761.74	$7,117.07
Forensic Specialist Trainee	TMTR	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Forensics Manager	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Graphic and Marketing Specialist	TMTR	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Helicopter Mechanic	AFSCME	7/2/2023	$7,664.80	$9,316.67	$7,664.80	$8,046.14	$8,446.54	$8,869.47	$9,316.67
Housing Manager	AOME	7/2/2023	$10,736.27	$13,050.27	$10,736.27	$11,275.34	$11,835.20	$12,424.54	$13,050.27
Housing Services Director	DH	3/12/2023	$11,242.40	$13,662.14					
Housing Technician	TMTR	6/15/2023	$4,915.74	$5,974.80	$4,915.74	$5,161.87	$5,420.14	$5,690.54	$5,974.80
Human Resources Analyst	SCN	7/2/2023	$7,295.60	$8,862.54	$7,295.60	$7,659.60	$8,042.67	$8,441.34	$8,862.54
Human Resources Coordinator	CON	7/2/2023	$6,411.60	$7,791.34	$6,411.60	$6,732.27	$7,066.80	$7,422.14	$7,791.34
Human Resources Specialist	CON	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Human Resources Technician	CON	7/2/2023	$5,813.60	$7,066.80	$5,813.60	$6,103.07	$6,408.14	$6,728.80	$7,066.80
Innovation Performance and Audit IPA Director	DH	7/3/2022	$11,242.40	$15,695.34					
Integrated Waste Assistant Division Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Integrated Waste Collector	AFSCME	7/2/2023	$4,038.67	$4,908.80	$4,038.67	$4,238.00	$4,449.47	$4,673.07	$4,908.80
Integrated Waste Director	DH	7/2/2023	$11,242.40	$16,478.80					
Integrated Waste Dispatcher	TMTR	7/2/2023	$4,560.40	$5,539.74	$4,560.40	$4,785.74	$5,023.20	$5,276.27	$5,539.74
Integrated Waste Division Manager	AOME	7/2/2023	$10,065.47	$12,237.34	$10,065.47	$10,571.60	$11,098.54	$11,651.47	$12,237.34
Integrated Waste Lead Collector	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67
Integrated Waste Maintenance Worker	AFSCME	7/2/2023	$3,882.67	$4,712.94	$3,882.67	$4,075.07	$4,279.60	$4,491.07	$4,712.94
Integrated Waste Route Specialist	TMTR	7/2/2023	$5,066.54	$6,153.34	$5,066.54	$5,317.87	$5,583.07	$5,863.87	$6,153.34
Integrated Waste Supervisor	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,505.34	$7,881.47
Internal Audit Manager	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Internal Auditor	SCN	7/2/2023	$7,347.60	$8,928.40	$7,347.60	$7,716.80	$8,098.14	$8,503.74	$8,928.40
Inventory Assistant	AFSCME	7/2/2023	$3,475.34	$4,222.40	$3,475.34	$3,650.40	$3,830.67	$4,023.07	$4,222.40
Investment Officer	SCN	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Irrigation Conservation Specialist	TMTR	7/2/2023	$5,570.94	$6,766.94	$5,570.94	$5,848.27	$6,139.47	$6,446.27	$6,766.94
Irrigation Maintenance Technician	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67
IT Applications Director	DH	7/3/2022	$11,242.40	$13,662.14					
IT Manager	AOME	7/1/2023	$10,899.20	$13,247.87	$10,899.20	$11,443.47	$12,015.47	$12,616.94	$13,247.87
IT Operations Director	DH	7/3/2022	$11,242.40	$13,662.14					
IT Specialist	CON	7/2/2023	$6,116.94	$7,436.00	$6,116.94	$6,423.74	$6,742.67	$7,080.67	$7,436.00
IT Systems Director	DH	7/3/2022	$11,242.40	$13,662.14					
IT Technician	CON	7/2/2023	$5,505.07	$6,688.94	$5,505.07	$5,780.67	$6,066.67	$6,370.00	$6,688.94
Landscape Planner	TMTR	7/2/2023	$6,538.14	$7,947.34	$6,538.14	$6,864.00	$7,208.94	$7,569.47	$7,947.34
Legislative Analyst	SCN	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Librarian	TMTR	7/2/2023	$5,733.87	$7,032.14	$5,733.87	$6,032.00	$6,349.20	$6,683.74	$7,032.14
Library Assistant	TMTR	7/2/2023	$4,166.94	$5,063.07	$4,166.94	$4,371.47	$4,589.87	$4,818.67	$5,063.07
Library Clerk	TMTR	7/2/2023	$3,430.27	$4,168.67	$3,430.27	$3,601.87	$3,782.14	$3,969.34	$4,168.67
Library Director	DH	7/3/2022	$11,242.40	$13,662.14					
Library Services Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Maintenance Worker	AFSCME	7/2/2023	$3,882.67	$4,712.94	$3,882.67	$4,075.07	$4,279.60	$4,491.07	$4,712.94
Management Analyst	TMTR	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Management Analyst - Confidential	CON	7/2/2023	$6,616.14	$8,042.67	$6,616.14	$6,947.20	$7,295.60	$7,659.60	$8,042.67
Management Assistant	TMTR	7/2/2023	$5,813.60	$7,066.80	$5,813.60	$6,103.07	$6,408.14	$6,728.80	$7,066.80
Management Services Director	DH	1/29/2023	$11,242.40	$15,695.34					
Municipal Services Director	DH	7/3/2022	$10,902.67	$13,247.87					
Museum Curator	TMTR	7/2/2023	$5,210.40	$6,397.74	$5,210.40	$5,484.27	$5,773.74	$6,073.60	$6,397.74
Museum, Arts and Culture Director	DH	7/3/2022	$10,902.67	$13,247.87					
Museum, Arts and Culture Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	
Office Assistant	TMTR	7/2/2023	$3,430.27	$4,168.67	$3,430.27	$3,601.87	$3,782.14	$3,969.34	$4,168.67

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Office Assistant - Confidential	CON	7/2/2023	$3,430.27	$4,168.67	$3,430.27	$3,601.87	$3,782.14	$3,969.34	$4,168.67
Office Specialist	TMTR	7/2/2023	$4,142.67	$5,033.60	$4,142.67	$4,352.40	$4,569.07	$4,794.40	$5,033.60
Office Specialist - Confidential	CON	7/2/2023	$4,142.67	$5,033.60	$4,142.67	$4,352.40	$4,569.07	$4,794.40	$5,033.60
Park Maintenance Technician	AFSCME	7/2/2023	$4,730.27	$5,751.20	$4,730.27	$4,974.67	$5,217.34	$5,480.80	$5,751.20
Parking Enforcement Officer	TMTR	7/2/2023	$3,849.74	$4,681.74	$3,849.74	$4,042.14	$4,243.20	$4,458.14	$4,681.74
Parks & Maintenance Supervisor	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,505.34	$7,881.47
Parks and Maintenance Director	DH	7/3/2022	$10,902.67	$13,247.87					
Parks and Maintenance Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Parts Specialist	AFSCME	7/2/2023	$4,638.40	$5,638.54	$4,638.40	$4,868.94	$5,113.34	$5,369.87	$5,638.54
Payroll Coordinator	CON	7/2/2023	$6,749.60	$8,200.40	$6,749.60	$7,085.87	$7,441.20	$7,813.87	$8,200.40
Payroll Manager	AOME	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Payroll Technician	CON	7/2/2023	$5,813.60	$7,066.80	$5,813.60	$6,103.07	$6,408.14	$6,728.80	$7,066.80
Performance and Optimization Manager	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Permit Technician	TMTR	7/2/2023	$5,170.54	$6,283.34	$5,170.54	$5,432.27	$5,702.67	$5,986.94	$6,283.34
Personnel and Training Coordinator	CON	7/2/2023	$5,813.60	$7,066.80	$5,813.60	$6,103.07	$6,408.14	$6,728.80	$7,066.80
Plan Check Engineer	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Plan Checker	TMTR	7/2/2023	$7,522.67	$9,143.34	$7,522.67	$7,900.54	$8,294.00	$8,706.54	$9,143.34
Planning Director	DH	7/3/2022	$13,558.14	$16,478.80					
Police Administrative Director	DH	7/3/2022	$11,242.40	$13,662.14					
Police Captain	PMG	7/2/2023	$14,820.00	$18,016.27	$14,820.00	$15,563.60	$16,340.14	$17,160.00	$18,016.27
Police Chief	EX	1/2/2022	$22,030.67	$29,516.94					
Police Communications Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Police Corporal	POA	7/2/2023	$8,658.00	$10,524.80	$8,658.00	$9,091.34	$9,545.47	$10,023.87	$10,524.80
Police Detective	POA	7/2/2023	$9,566.27	$11,625.47	$9,566.27	$10,046.40	$10,545.60	$11,072.54	$11,625.47
Police Dispatch Supervisor	TMTR	7/2/2023	$7,690.80	$9,344.40	$7,690.80	$8,068.67	$8,476.00	$8,900.67	$9,344.40
Police Dispatcher	TMTR	7/2/2023	$4,957.34	$6,084.00	$4,957.34	$5,213.87	$5,489.47	$5,778.94	$6,084.00
Police Dispatcher Trainee	TMTR	7/2/2023	$4,499.74	$5,518.94	$4,499.74	$4,730.27	$4,985.07	$5,246.80	$5,518.94
Police Lieutenant	PMG	7/2/2023	$13,235.74	$16,078.40	$13,235.74	$13,896.14	$14,587.74	$15,314.00	$16,078.40
Police Officer	POA	7/2/2023	$7,834.67	$9,526.40	$7,834.67	$8,229.87	$8,640.67	$9,068.80	$9,526.40
Police Records Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Police Records Specialist	TMTR	7/2/2023	$4,142.67	$5,033.60	$4,142.67	$4,352.40	$4,569.07	$4,794.40	$5,033.60
Police Records Specialist Trainee	TMTR	7/2/2023	$3,849.74	$4,681.74	$3,849.74	$4,042.14	$4,243.20	$4,458.14	$4,681.74
Police Records Supervisor	TMTR	7/2/2023	$6,058.00	$7,361.47	$6,058.00	$6,357.87	$6,675.07	$7,007.87	$7,361.47
Police Recruit	POA	7/2/2023	$7,092.80	$8,623.34	$7,092.80	$7,448.14	$7,822.54	$8,216.00	$8,623.34
Police Sergeant	PMG	7/2/2023	$11,682.67	$14,197.74	$11,682.67	$12,265.07	$12,880.40	$13,521.74	$14,197.74
Principal Broadband Analyst	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Principal Engineer	AOME	7/2/2023	$11,752.00	$14,280.94	$11,752.00	$12,336.14	$12,956.67	$13,601.47	$14,280.94
Principal Human Resources Agency Partner	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Principal IT Analyst	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Principal Planner	AOME	7/2/2023	$11,878.54	$14,433.47	$11,878.54	$12,469.60	$13,091.87	$13,745.34	$14,433.47
Principal Project Manager	AOME	7/2/2023	$11,375.87	$13,821.60	$11,375.87	$11,942.67	$12,538.94	$13,164.67	$13,821.60
Principal Risk Management / Benefits Agency Partner	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Project Coordinator	TMTR	7/2/2023	$6,749.60	$8,200.40	$6,749.60	$7,085.87	$7,441.20	$7,813.87	$8,200.40
Project Manager	AOME	7/2/2023	$9,025.47	$10,965.07	$9,025.47	$9,469.20	$9,945.87	$10,441.60	$10,965.07
PS1	DH_PS	7/2/2023	$19,326.67	$25,705.34					
PS2	Public Safety	7/2/2023	$20,486.27	$27,246.27					
PS3	DH_PS	7/2/2023	$21,162.27	$28,145.87					
PS4	DH_PS	7/2/2023	$22,432.80	$29,835.87					

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Public Facilities Maintenance Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Public Works Inspector	TMTR	7/2/2023	$6,806.80	$8,273.20	$6,806.80	$7,148.27	$7,505.34	$7,879.74	$8,273.20
Purchasing Assistant	TMTR	7/2/2023	$4,908.80	$5,962.67	$4,908.80	$5,153.20	$5,408.00	$5,680.14	$5,962.67
Purchasing Manager	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Real Estate and Development Assistant Director	DH	3/12/2023	$11,847.34	$13,662.14					
Records Coordinator	CON	7/2/2023	$5,791.07	$7,039.07	$5,791.07	$6,082.27	$6,385.60	$6,704.54	$7,039.07
Records Manager	AOME	7/2/2023	$6,302.40	$7,659.60	$6,302.40	$6,616.14	$6,947.20	$7,295.60	$7,659.60
Records Specialist	CON	7/2/2023	$4,470.27	$5,430.54	$4,470.27	$4,693.87	$4,926.14	$5,170.54	$5,430.54
Recreation/Community Services Coordinator	TMTR	7/2/2023	$4,910.54	$5,964.40	$4,910.54	$5,153.20	$5,409.74	$5,680.14	$5,964.40
Recreation/Community Services Director	DH	7/3/2022	$10,902.67	$13,247.87					
Recreation/Community Services Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Recreation/Community Services Supervisor	TMTR	7/2/2023	$5,208.67	$6,330.14	$5,208.67	$5,468.67	$5,744.27	$6,030.27	$6,330.14
Revenue Manager	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Senior Accountant	CON	7/2/2023	$7,292.14	$8,862.54	$7,292.14	$7,657.87	$8,040.94	$8,441.34	$8,862.54
Senior Accounts Payable Technician	CON	7/2/2023	$5,553.60	$6,749.60	$5,553.60	$5,830.94	$6,146.40	$6,430.67	$6,749.60
Senior Administrative Assistant	CON	7/2/2023	$5,506.80	$6,690.67	$5,506.80	$5,782.40	$6,068.40	$6,371.74	$6,690.67
Senior Associate Civil Engineer	AOME	7/2/2023	$10,171.20	$12,358.67	$10,171.20	$10,680.80	$11,212.94	$11,772.80	$12,358.67
Senior Associate Engineer	AOME	7/2/2023	$10,171.20	$12,358.67	$10,171.20	$10,680.80	$11,212.94	$11,772.80	$12,358.67
Senior Combo Building Inspector	TMTR	7/2/2023	$7,598.94	$9,236.94	$7,598.94	$7,976.80	$8,375.47	$8,794.94	$9,236.94
Senior Community Improvement Officer	TMTR	7/2/2023	$6,328.40	$7,687.34	$6,328.40	$6,643.87	$6,974.94	$7,321.60	$7,687.34
Senior Community Information Specialist	SCN	7/2/2023	$6,749.60	$8,200.40	$6,749.60	$7,085.87	$7,441.20	$7,813.87	$8,200.40
Senior Custodian	AFSCME	7/2/2023	$4,288.27	$5,208.67	$4,288.27	$4,501.47	$4,723.34	$4,959.07	$5,208.67
Senior Deputy Fire Chief	FMG	7/2/2023	$17,156.54	$20,852.00	$17,156.54	$18,016.27	$18,915.87	$19,860.54	$20,852.00
Senior Electrician	AFSCME	7/2/2023	$6,309.34	$7,664.80	$6,309.34	$6,623.07	$6,948.94	$7,300.80	$7,664.80
Senior Environmental Technician	TMTR	7/2/2023	$5,570.94	$6,766.94	$5,570.94	$5,848.27	$6,139.47	$6,446.27	$6,766.94
Senior Equipment Mechanic	AFSCME	7/2/2023	$5,550.14	$6,746.14	$5,550.14	$5,827.47	$6,122.14	$6,427.20	$6,746.14
Senior Evidence Technician	TMTR	7/2/2023	$5,421.87	$6,590.14	$5,421.87	$5,690.54	$5,978.27	$6,276.40	$6,590.14
Senior Facilities Maintenance Technician	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67
Senior Financial Analyst	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Senior Financial Analyst - Confidential	CONMGMT	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Senior Fire Business Analyst	AOME	7/2/2023	$9,063.60	$11,015.34	$9,063.60	$9,516.00	$9,992.67	$10,491.87	$11,015.34
Senior Fire Dispatcher	TMTR	7/2/2023	$5,449.60	$6,688.94	$5,449.60	$5,739.07	$6,040.67	$6,356.14	$6,688.94
Senior Fire Equipment Mechanic	AFSCME	7/2/2023	$6,132.54	$7,451.60	$6,132.54	$6,439.34	$6,760.00	$7,099.74	$7,451.60
Senior Fire Safety Specialist	TMTR	7/2/2023	$7,163.87	$8,706.54	$7,163.87	$7,522.67	$7,900.54	$8,294.00	$8,706.54
Senior Forensic Specialist	TMTR	7/2/2023	$6,442.80	$7,829.47	$6,442.80	$6,763.47	$7,101.47	$7,455.07	$7,829.47
Senior Helicopter Mechanic	AFSCME	7/2/2023	$8,467.34	$10,292.54	$8,467.34	$8,890.27	$9,335.74	$9,803.74	$10,292.54
Senior Information Technology Specialist	CON	7/2/2023	$6,749.60	$8,202.14	$6,749.60	$7,087.60	$7,441.20	$7,813.87	$8,202.14
Senior Integrated Waste Collector	AFSCME	7/2/2023	$4,461.60	$5,420.14	$4,461.60	$4,686.94	$4,919.20	$5,161.87	$5,420.14
Senior Landscape Architect	AOME	7/2/2023	$9,178.00	$11,155.74	$9,178.00	$9,635.60	$10,119.20	$10,623.60	$11,155.74
Senior Landscape Planner	TMTR	7/2/2023	$8,604.27	$10,455.47	$8,604.27	$9,034.14	$9,479.60	$9,958.00	$10,455.47
Senior Legislative Analyst	AOME	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Senior Librarian	TMTR	7/2/2023	$6,302.40	$7,739.34	$6,302.40	$6,635.20	$6,983.60	$7,354.54	$7,739.34
Senior Library Assistant	TMTR	7/2/2023	$4,733.74	$5,817.07	$4,733.74	$4,988.54	$5,250.27	$5,525.87	$5,817.07
Senior Library Clerk	TMTR	7/2/2023	$3,768.27	$4,581.20	$3,768.27	$3,958.94	$4,158.27	$4,364.54	$4,581.20
Senior Management Analyst	AOME	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Senior Management Analyst - Confidential	CONMGMT	7/2/2023	$8,202.14	$9,964.94	$8,202.14	$8,612.94	$9,042.80	$9,495.20	$9,964.94
Senior Network Engineer	AOME	7/2/2023	$9,959.74	$12,109.07	$9,959.74	$10,460.67	$10,982.40	$11,533.60	$12,109.07
Senior Park Maintenance Technician	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67

Compensation Grades / Step Table
Full-Time Classifications Effective 07/02/2023

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Senior Park Maintenance Worker	AFSCME	7/2/2023	$4,288.27	$5,208.67	$4,288.27	$4,501.47	$4,723.34	$4,959.07	$5,208.67
Senior Parts Specialist	AFSCME	7/2/2023	$5,125.47	$6,229.60	$5,125.47	$5,382.00	$5,648.94	$5,931.47	$6,229.60
Senior Performance and Optimization Analyst	CON	7/2/2023	$9,061.87	$11,015.34	$9,061.87	$9,519.47	$9,989.20	$10,491.87	$11,015.34
Senior Permit Technician	TMTR	7/2/2023	$5,756.40	$6,997.47	$5,756.40	$6,044.14	$6,345.74	$6,662.94	$6,997.47
Senior Plan Check Engineer	AOME	7/2/2023	$10,278.67	$12,492.14	$10,278.67	$10,791.74	$11,332.54	$11,897.60	$12,492.14
Senior Planner	AOME	7/2/2023	$9,821.07	$11,937.47	$9,821.07	$10,315.07	$10,828.14	$11,367.20	$11,937.47
Senior Police Dispatcher	TMTR	7/2/2023	$5,449.60	$6,688.94	$5,449.60	$5,739.07	$6,040.67	$6,356.14	$6,688.94
Senior Police Records Specialist	TMTR	7/2/2023	$4,801.34	$5,841.34	$4,801.34	$5,045.74	$5,297.07	$5,560.54	$5,841.34
Senior Project Coordinator	AOME	7/2/2023	$7,387.47	$8,980.40	$7,387.47	$7,760.14	$8,148.40	$8,555.74	$8,980.40
Senior Project Manager	AOME	7/2/2023	$9,964.94	$12,116.00	$9,964.94	$10,465.87	$10,992.80	$11,540.54	$12,116.00
Senior Public Safety Business Analyst	AOME	7/1/2023	$9,063.60	$11,017.07	$9,063.60	$9,521.20	$9,996.14	$10,493.60	$11,013.60
Senior Public Works Inspector	TMTR	7/2/2023	$7,598.94	$9,236.94	$7,598.94	$7,976.80	$8,375.47	$8,794.94	$9,236.94
Senior Records Specialist	CON	7/2/2023	$5,269.34	$6,401.20	$5,269.34	$5,531.07	$5,806.67	$6,096.14	$6,401.20
Senior Recreation/Community Services Supervisor	TMTR	7/2/2023	$6,806.80	$8,269.74	$6,806.80	$7,148.27	$7,505.34	$7,879.74	$8,269.74
Senior Street Maintenance Technician	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67
Senior Street Maintenance Worker	AFSCME	7/2/2023	$4,288.27	$5,208.67	$4,288.27	$4,501.47	$4,723.34	$4,959.07	$5,208.67
Senior Systems Analyst	CON	7/2/2023	$9,063.60	$11,017.07	$9,063.60	$9,521.20	$9,996.14	$10,493.60	$11,017.07
Senior Utilities Technician	AFSCME	7/2/2023	$5,432.27	$6,602.27	$5,432.27	$5,702.67	$5,995.60	$6,285.07	$6,602.27
Street Maintenance Supervisor	TMTR	7/2/2023	$6,484.40	$7,881.47	$6,484.40	$6,808.54	$7,150.00	$7,505.34	$7,881.47
Street Maintenance Technician	AFSCME	7/2/2023	$4,730.27	$5,751.20	$4,730.27	$4,974.67	$5,217.34	$5,480.80	$5,751.20
Supervising Building Inspector	AOME	7/2/2023	$8,822.67	$10,718.94	$8,822.67	$9,259.47	$9,725.74	$10,211.07	$10,718.94
Supervising Librarian	TMTR	7/2/2023	$7,245.34	$8,897.20	$7,245.34	$7,628.40	$8,028.80	$8,450.00	$8,897.20
Supervising Library Clerk	TMTR	7/2/2023	$4,166.94	$5,063.07	$4,166.94	$4,371.47	$4,589.87	$4,818.67	$5,063.07
Supervising Public Works Inspector	AOME	7/2/2023	$8,822.67	$10,718.94	$8,822.67	$9,259.47	$9,725.74	$10,211.07	$10,718.94
Survey Party Chief	TMTR	7/2/2023	$6,974.94	$8,476.00	$6,974.94	$7,321.60	$7,689.07	$8,075.60	$8,476.00
Survey Technician	TMTR	7/2/2023	$6,342.27	$7,708.14	$6,342.27	$6,659.47	$6,995.74	$7,340.67	$7,708.14
Sustainability Program Manager	AOME	7/2/2023	$11,878.54	$14,433.47	$11,878.54	$12,469.60	$13,091.87	$13,745.34	$14,433.47
Systems Analyst	CON	7/2/2023	$6,749.60	$8,202.14	$6,749.60	$7,087.60	$7,441.20	$7,813.87	$8,202.14
Systems Specialist	CON	7/2/2023	$6,116.94	$7,436.00	$6,116.94	$6,423.74	$6,742.67	$7,080.67	$7,436.00
Traffic/Transportation Manager	AOME	7/2/2023	$13,828.54	$16,806.40	$13,828.54	$14,518.40	$15,246.40	$16,009.07	$16,806.40
Transportation Driver	TMTR	7/2/2023	$3,768.27	$4,581.20	$3,768.27	$3,958.94	$4,158.27	$4,364.54	$4,581.20
Transportation Driver Trainee	TMTR	7/2/2023	$3,430.27	$4,168.67	$3,430.27	$3,601.87	$3,782.14	$3,969.34	$4,168.67
Urban Forestry Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Urban Forestry Technician	AFSCME	7/2/2023	$5,231.20	$6,352.67	$5,231.20	$5,491.20	$5,766.80	$6,052.80	$6,352.67
Utilities Customer Services Director	DH	7/3/2022	$10,902.67	$13,247.87					
Utilities Customer Services Specialist	TMTR	7/2/2023	$4,962.54	$6,030.27	$4,962.54	$5,208.67	$5,468.67	$5,744.27	$6,030.27
Utilities Customer Services Supervisor	AOME	7/2/2023	$7,404.80	$9,002.94	$7,404.80	$7,780.94	$8,167.47	$8,574.80	$9,002.94
Utilities Engineering Division Manager	AOME	7/2/2023	$13,828.54	$16,806.40	$13,828.54	$14,518.40	$15,242.94	$16,009.07	$16,806.40
Utilities General Manager	EX	7/3/2022	$16,754.40	$22,446.67					
Utilities Maintenance Worker	AFSCME	7/2/2023	$4,449.47	$5,408.00	$4,449.47	$4,673.07	$4,908.80	$5,149.74	$5,408.00
Utilities Operations Assistant Division Manager	AOME	7/2/2023	$8,496.80	$10,323.74	$8,496.80	$8,919.74	$9,365.20	$9,831.47	$10,323.74
Utilities Operations Division Manager	AOME	7/2/2023	$10,732.80	$13,043.34	$10,732.80	$11,271.87	$11,831.74	$12,421.07	$13,043.34
Utilities Project Manager	AOME	7/2/2023	$9,542.00	$11,601.20	$9,542.00	$10,022.14	$10,521.34	$11,046.54	$11,601.20
Utilities Service Representative	AFSCME	7/2/2023	$4,910.54	$5,962.67	$4,910.54	$5,151.47	$5,409.74	$5,680.14	$5,962.67
Utilities Supervisor	TMTR	7/2/2023	$6,824.14	$8,290.54	$6,824.14	$7,162.14	$7,520.94	$7,898.80	$8,290.54
Utilities Technician	AFSCME	7/2/2023	$4,917.47	$5,976.54	$4,917.47	$5,161.87	$5,420.14	$5,688.80	$5,976.54
Water Production Manager	AOME	7/2/2023	$10,732.80	$13,043.34	$10,732.80	$11,271.87	$11,831.74	$12,421.07	$13,043.34

Compensation Grades / Step Table
Full-Time Classifications Effective 07/02/2023

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Water Production Operator	TMTR	7/2/2023	$5,846.54	$7,101.47	$5,846.54	$6,139.47	$6,442.80	$6,763.47	$7,101.47
Water Production Supervisor	TMTR	7/2/2023	$6,824.14	$8,290.54	$6,824.14	$7,162.14	$7,520.94	$7,898.80	$8,290.54
Water Quality Programs Manager	AOME	7/2/2023	$8,758.54	$10,639.20	$8,758.54	$9,195.34	$9,654.67	$10,134.80	$10,639.20
Water Quality Specialist	TMTR	7/2/2023	$7,163.87	$8,706.54	$7,163.87	$7,522.67	$7,900.54	$8,294.00	$8,706.54
Water Resources and Regulatory Affairs Director	DH	7/3/2022	$12,627.34	$15,346.94					
Water Resources Coordinator	TMTR	7/2/2023	$7,163.87	$8,706.54	$7,163.87	$7,522.67	$7,900.54	$8,294.00	$8,706.54
Water Resources Manager	AOME	7/2/2023	$11,752.00	$14,280.94	$11,752.00	$12,336.14	$12,956.67	$13,601.47	$14,280.94
Water/Sewer Maintenance Manager	AOME	7/2/2023	$9,542.00	$11,601.20	$9,542.00	$10,022.14	$10,521.34	$11,046.54	$11,601.20
Water/Wastewater Technician	TMTR	7/2/2023	$5,879.47	$7,144.80	$5,879.47	$6,170.67	$6,480.94	$6,803.34	$7,144.80
Welder	AFSCME	7/2/2023	$4,553.47	$5,531.07	$4,553.47	$4,782.27	$5,014.54	$5,271.07	$5,531.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/01/2025

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Accountant	CON	7/14/2024	$6,877.87	$8,358.14	$6,877.87	$7,222.80	$7,585.07	$7,966.40	$8,358.14
Accounting Supervisor	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Accounting Technician	CON	7/14/2024	$5,766.80	$7,007.87	$5,766.80	$6,052.80	$6,356.14	$6,671.60	$7,007.87
Accounts Payable Technician	CON	7/14/2024	$5,766.80	$7,007.87	$5,766.80	$6,052.80	$6,356.14	$6,671.60	$7,007.87
Administrative Assistant	CON	7/14/2024	$5,484.27	$6,664.67	$5,484.27	$5,761.60	$6,044.14	$6,347.47	$6,664.67
Administrative Assistant to the City Council	CON	7/14/2024	$7,737.60	$9,398.14	$7,737.60	$8,125.87	$8,528.00	$8,956.14	$9,398.14
Administrative Officer	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Administrative Officer - Confidential	CONMGMT	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Administrative Specialist	TMTR	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Administrative Specialist - Confidential	CON	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Administrative Technician	TMTR	7/14/2024	$5,111.60	$6,212.27	$5,111.60	$5,371.60	$5,638.54	$5,917.60	$6,212.27
Asset Forfeiture Fiscal Coordinator	TMTR	7/14/2024	$7,657.87	$9,304.54	$7,657.87	$8,035.74	$8,439.60	$8,859.07	$9,304.54
Assistant City Engineer	AOME	7/14/2024	$15,142.40	$18,404.54	$15,142.40	$15,898.14	$16,695.47	$17,530.94	$18,404.54
Assistant Curator	TMTR	7/14/2024	$5,111.60	$6,212.27	$5,111.60	$5,371.60	$5,638.54	$5,917.60	$6,212.27
Assistant Engineer	TMTR	7/14/2024	$9,136.40	$11,103.74	$9,136.40	$9,595.74	$10,075.87	$10,578.54	$11,103.74
Assistant Parks and Maintenance Director	AOME	7/14/2024	$11,022.27	$13,400.40	$11,022.27	$11,576.94	$12,154.14	$12,759.07	$13,400.40
Assistant Planner	TMTR	7/14/2024	$7,160.40	$8,703.07	$7,160.40	$7,517.47	$7,895.34	$8,288.80	$8,703.07
Assistant Planning Director	AOME	7/14/2024	$14,301.74	$17,385.34	$14,301.74	$15,019.34	$15,769.87	$16,556.80	$17,385.34
Associate Civil Engineer	TMTR	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Associate Engineer	TMTR	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Associate Landscape Planner	TMTR	7/14/2024	$8,089.47	$9,834.94	$8,089.47	$8,498.54	$8,923.20	$9,368.67	$9,834.94
Associate Planner	TMTR	7/14/2024	$8,782.80	$10,668.67	$8,782.80	$9,219.60	$9,680.67	$10,160.80	$10,668.67
Broadband Analyst	CON	7/14/2024	$7,845.07	$9,535.07	$7,845.07	$8,131.07	$8,652.80	$9,082.67	$9,535.07
Broadband Coordinator	AOME	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Broadband Operations Manager	AOME	7/14/2024	$12,457.47	$15,135.47	$12,457.47	$13,078.00	$13,731.47	$14,416.14	$15,135.47
Building Inspector	TMTR	7/14/2024	$6,430.67	$8,209.07	$6,751.34	$7,087.60	$7,446.40	$7,819.07	$8,209.07
Building Manager	AOME	7/14/2024	$11,757.20	$14,291.34	$11,757.20	$12,346.54	$12,960.14	$13,604.94	$14,291.34
Building Plans Examiner	TMTR	7/14/2024	$9,276.80	$11,277.07	$9,276.80	$9,743.07	$10,226.67	$10,741.47	$11,277.07
Building Plans Specialist	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,222.94	$8,630.27
Business License Specialist	TMTR	7/14/2024	$5,434.00	$6,604.00	$5,434.00	$5,704.40	$5,988.67	$6,290.27	$6,604.00
Business License Supervisor	AOME	7/14/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Buyer	TMTR	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07
Case Manager	TMTR	7/14/2024	$6,650.80	$8,084.27	$6,650.80	$6,985.34	$7,335.47	$7,701.20	$8,084.27
Central Services Specialist	TMTR	7/14/2024	$4,539.60	$5,512.00	$4,539.60	$4,766.67	$5,004.14	$5,250.27	$5,512.00
Chief Human Resources Investigator	RA	7/14/2024	$15,879.07	$15,879.07					
City Auditor	AOME	7/14/2024	$10,715.47	$13,022.54	$10,715.47	$11,252.80	$11,810.94	$12,402.00	$13,022.54
Combination Building Inspector	TMTR	7/14/2024	$7,455.07	$9,060.14	$7,455.07	$7,827.74	$8,219.47	$8,628.54	$9,060.14
Communications and Community Relations Manager	AOME	7/14/2024	$11,757.20	$14,291.34	$11,757.20	$12,346.54	$12,960.14	$13,604.94	$14,291.34
Community Improvement Officer	TMTR	7/14/2024	$6,304.14	$7,663.07	$6,304.14	$6,619.60	$6,948.94	$7,297.34	$7,663.07
Community Improvement Supervisor	AOME	7/14/2024	$8,321.74	$10,115.74	$8,321.74	$8,736.00	$9,172.80	$9,632.14	$10,115.74
Community Information Specialist	CON	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Community Information Supervisor	AOME	7/14/2024	$8,108.54	$9,859.20	$8,108.54	$8,519.34	$8,944.00	$9,389.47	$9,859.20
Community Life and Culture Officer	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Community Service Officer	TMTR	7/14/2024	$4,938.27	$6,000.80	$4,938.27	$5,180.94	$5,442.67	$5,713.07	$6,000.80
Construction Project Manager	AOME	11/1/2024	$9,883.47	$12,006.80	$9,883.47	$10,368.80	$10,892.27	$11,434.80	$12,006.80
Continuum of Care Manager	AOME	7/14/2024	$11,757.20	$14,291.34	$11,757.20	$12,346.54	$12,960.14	$13,604.94	$14,291.34
Continuum of Care Social Worker	TMTR	7/14/2024	$7,468.94	$9,077.47	$7,468.94	$7,843.34	$8,236.80	$8,647.60	$9,077.47
Crime Analyst	TMTR	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/01/2025

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Crime Prevention Specialist	TMTR	7/14/2024	$5,622.94	$6,832.80	$5,622.94	$5,902.00	$6,198.40	$6,508.67	$6,832.80
Cross-Connection Control Specialist	TMTR	7/14/2024	$7,474.14	$9,079.20	$7,474.14	$7,843.34	$8,236.80	$8,649.34	$9,079.20
Cross-Connection Control Supervisor	TMTR	7/14/2024	$8,217.74	$9,987.47	$8,217.74	$8,628.54	$9,060.14	$9,512.54	$9,987.47
Custodial Services Supervisor	TMTR	7/14/2024	$6,101.34	$7,410.00	$6,101.34	$6,404.67	$6,723.60	$7,059.87	$7,410.00
Custodian	AFSCME	7/14/2024	$3,887.87	$4,723.34	$3,887.87	$4,082.00	$4,286.54	$4,499.74	$4,723.34
Customer Service Supervisor	AOME	1/1/2025	$8,108.54	$9,859.20	$8,108.54	$8,521.07	$8,944.00	$9,389.47	$9,859.20
Customer Services Representative	TMTR	7/14/2024	$4,537.87	$5,512.00	$4,537.87	$4,766.67	$5,004.14	$5,250.27	$5,512.00
Database Administrator	CON	7/14/2024	$10,620.14	$12,906.40	$10,620.14	$11,154.00	$11,712.14	$12,294.54	$12,906.40
Deputy City Clerk/Records Manager	AOME	11/5/2024	$10,909.60	$13,260.00	$6,902.14	$7,245.34	$12,027.60	$12,629.07	$8,387.60
Deputy Fire Chief - 40 hr	FMG	7/14/2024	$16,815.07	$20,434.27	$16,815.07	$17,655.74	$18,536.27	$19,463.60	$20,434.27
Deputy Fire Marshal	AOME	7/14/2024	$10,464.14	$12,720.94	$10,464.14	$10,991.07	$11,538.80	$12,117.74	$12,720.94
Design and Construction Director	DH	9/24/2024	$11,020.54	$13,393.47					
DH 1	DH	7/14/2024	$11,939.20	$15,887.74					
DH 2	DH	7/14/2024	$12,537.20	$16,679.87					
DH 3	DH	7/14/2024	$13,162.94	$17,513.60					
DH 4	DH	7/14/2024	$13,821.60	$18,390.67					
DH 5	DH	7/14/2024	$14,513.20	$19,309.34					
DH 6	DH	7/14/2024	$15,234.27	$20,274.80					
DH 7	DH	7/14/2024	$16,000.40	$21,288.80					
DH 8	DH	7/14/2024	$16,799.47	$22,353.07					
DH 9	DH	7/14/2024	$17,640.14	$23,469.34					
DH10	DH	7/14/2024	$18,522.40	$24,644.54					
DH11	DH	7/14/2024	$19,448.00	$25,876.94					
DIF Analyst	TMTR	7/14/2024	$9,072.27	$11,020.54	$9,072.27	$9,524.67	$10,001.34	$10,504.00	$11,020.54
Digital Forensic Specialist	TMTR	7/14/2024	$6,366.54	$7,739.34	$6,366.54	$6,683.74	$7,018.27	$7,368.40	$7,739.34
Digital Investigative Analyst	TMTR	7/14/2024	$9,072.27	$11,020.54	$9,072.27	$9,524.67	$10,001.34	$10,504.00	$11,020.54
Economic Development Analyst	CON	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07
Economic Development Coordinator	AOME	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Economic Development Specialist	CON	7/14/2024	$6,699.34	$8,143.20	$6,699.34	$7,035.60	$7,384.00	$7,754.94	$8,143.20
Emergency Management Coordinator	TMTR	7/14/2024	$7,988.94	$9,704.94	$7,988.94	$8,387.60	$8,807.07	$9,243.87	$9,704.94
Emergency Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
EMS Nurse	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Engineering Aide	TMTR	7/14/2024	$6,758.27	$8,216.00	$6,758.27	$7,098.00	$7,449.87	$7,824.27	$8,216.00
Engineering Assistant	TMTR	7/14/2024	$7,618.00	$9,254.27	$7,618.00	$7,997.60	$8,398.00	$8,815.74	$9,254.27
Engineering Assistant/GIS	TMTR	7/14/2024	$7,618.00	$9,254.27	$7,618.00	$7,997.60	$8,398.00	$8,815.74	$9,254.27
Environmental Technician	TMTR	7/14/2024	$5,548.40	$6,739.20	$5,548.40	$5,824.00	$6,113.47	$6,422.00	$6,739.20
Equipment Mechanic	AFSCME	7/14/2024	$5,503.34	$6,690.67	$5,503.34	$5,782.40	$6,070.14	$6,371.74	$6,690.67
Equipment Service Technician	AFSCME	7/14/2024	$4,983.34	$6,056.27	$4,983.34	$5,232.94	$5,489.47	$5,768.54	$6,056.27
Evidence Technician	TMTR	7/14/2024	$5,482.54	$6,664.67	$5,482.54	$5,761.60	$6,044.14	$6,347.47	$6,664.67
EX 1	EX	7/14/2024	$16,397.34	$21,807.07					
EX 2	EX	7/14/2024	$17,217.20	$22,899.07					
EX 3	EX	7/14/2024	$18,076.94	$24,043.07					
EX 4	EX	7/14/2024	$18,980.00	$25,244.27					
EX 5	EX	7/14/2024	$19,929.87	$26,506.14					
EX 6	EX	7/14/2024	$20,926.54	$27,830.40					
EX 7	EX	7/14/2024	$21,971.74	$29,224.00					
EX 8	EX	7/14/2024	$23,070.67	$30,683.47					
EX 9	EX	7/14/2024	$24,225.07	$32,219.20					

Compensation Grades / Step Table
Full-Time Classifications Effective 01/01/2025

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
EX10	EX	7/14/2024	$25,436.67	$33,829.47					
EX11	EX	7/14/2024	$26,707.20	$35,519.47					
EX12	EX	7/14/2024	$28,041.87	$37,296.14					
Executive Assistant to the City Manager	SCN	7/14/2024	$11,474.67	$13,941.20	$11,474.67	$12,046.67	$12,649.87	$13,279.07	$13,941.20
Facilities Maintenance Superintendent	AOME	11/10/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Facilities Maintenance Supervisor	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,219.47	$8,630.27
Facilities Maintenance Technician	AFSCME	7/14/2024	$5,180.94	$6,298.94	$5,180.94	$5,447.87	$5,713.07	$6,002.54	$6,298.94
Facility Attendant	TMTR	7/14/2024	$4,127.07	$5,018.00	$4,127.07	$4,333.34	$4,550.00	$4,778.80	$5,018.00
Fiber Field Technician	AFSCME	7/14/2024	$6,909.07	$8,394.54	$6,909.07	$7,252.27	$7,609.34	$7,995.87	$8,394.54
Financial Analyst	CON	7/14/2024	$9,072.27	$11,020.54	$9,072.27	$9,524.67	$10,001.34	$10,504.00	$11,020.54
Fire Battalion Chief - 56 hr	FMG	7/14/2024	$15,178.80	$18,447.52	$15,178.80	$15,938.35	$16,731.87	$17,569.07	$18,447.52
Fire Captain - 40 hr	FFA	7/14/2024	$11,082.94	$13,468.00	$11,082.94	$11,639.34	$12,220.00	$12,830.14	$13,468.00
Fire Captain - 56 hr	FFA	7/14/2024	$11,708.67	$14,234.83	$11,708.67	$12,300.78	$12,909.87	$13,557.79	$14,234.83
Fire Communications Manager	AOME	7/14/2024	$10,701.60	$13,001.74	$10,701.60	$11,233.74	$11,795.34	$12,381.20	$13,001.74
Fire Dispatch Supervisor	TMTR	7/14/2024	$8,422.27	$10,233.60	$8,422.27	$8,836.54	$9,282.00	$9,746.54	$10,233.60
Fire Dispatcher	TMTR	7/14/2024	$5,428.80	$6,662.94	$5,428.80	$5,709.60	$6,011.20	$6,328.40	$6,662.94
Fire Dispatcher Trainee	TMTR	7/14/2024	$4,927.87	$6,044.14	$4,927.87	$5,180.94	$5,460.00	$5,746.00	$6,044.14
Fire Engineer - 40 hr	FFA	7/14/2024	$9,377.34	$11,393.20	$9,377.34	$9,847.07	$10,339.34	$10,852.40	$11,393.20
Fire Engineer - 56 hr	FFA	7/14/2024	$9,908.08	$12,038.70	$9,908.08	$10,403.12	$10,924.86	$11,466.00	$12,038.70
Fire Equipment Mechanic	AFSCME	7/14/2024	$6,078.80	$7,387.47	$6,078.80	$6,382.14	$6,704.54	$7,039.07	$7,387.47
Fire Investigation Supervisor - 40 hr	FFA	7/14/2024	$11,082.94	$13,468.00	$11,082.94	$11,639.34	$12,220.00	$12,830.14	$13,468.00
Fire Investigation Supervisor - 56 hr	FFA	7/14/2024	$11,708.67	$14,234.83	$11,708.67	$12,300.78	$12,909.87	$13,557.79	$14,234.83
Fire Protection Analyst	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Fire Safety Specialist	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,222.94	$8,630.27
Fire Safety Technician	TMTR	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Firefighter - 40 hr	FFA	7/14/2024	$7,871.07	$9,562.80	$7,871.07	$8,259.34	$8,673.60	$9,108.67	$9,562.80
Firefighter - 56 hr	FFA	7/14/2024	$8,316.19	$10,107.07	$8,316.19	$8,731.15	$9,163.10	$9,626.59	$10,107.07
Firefighter Trainee	FFA	7/14/2024	$7,125.74	$8,661.47	$7,125.74	$7,481.07	$7,855.47	$8,248.94	$8,661.47
Fleet Services Coordinator	TMTR	7/14/2024	$6,082.27	$7,390.94	$6,082.27	$6,385.60	$6,706.27	$7,042.54	$7,390.94
Fleet Services Superintendent	AOME	11/10/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Fleet Services Supervisor	TMTR	7/14/2024	$7,468.94	$9,077.47	$7,468.94	$7,843.34	$8,236.80	$8,647.60	$9,077.47
Forensic Field Supervisor	TMTR	7/14/2024	$8,422.27	$10,233.60	$8,422.27	$8,836.54	$9,282.00	$9,746.54	$10,233.60
Forensic Specialist	TMTR	7/14/2024	$6,349.20	$7,794.80	$6,349.20	$6,685.47	$7,037.34	$7,404.80	$7,794.80
Forensic Specialist Trainee	TMTR	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Forensics Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Government Affairs Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Graphic and Marketing Specialist	TMTR	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Helicopter Mechanic	AFSCME	7/14/2024	$8,394.54	$10,202.40	$8,394.54	$8,810.54	$9,249.07	$9,713.60	$10,202.40
Housing Manager	AOME	7/14/2024	$11,757.20	$14,291.34	$11,757.20	$12,346.54	$12,960.14	$13,604.94	$14,291.34
Housing Technician	TMTR	7/14/2024	$5,111.60	$6,212.27	$5,111.60	$5,371.60	$5,638.54	$5,917.60	$6,212.27
Human Resources Analyst	SCN	7/14/2024	$7,988.94	$9,704.94	$7,988.94	$8,387.60	$8,807.07	$9,243.87	$9,704.94
Human Resources Coordinator	CON	7/14/2024	$7,021.74	$8,533.20	$7,021.74	$7,371.87	$7,739.34	$8,127.60	$8,533.20
Human Resources Specialist	CON	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Human Resources Technician	CON	7/14/2024	$6,366.54	$7,739.34	$6,366.54	$6,683.74	$7,018.27	$7,368.40	$7,739.34
Integrated Waste Collector	AFSCME	7/14/2024	$4,423.47	$5,376.80	$4,423.47	$4,641.87	$4,872.40	$5,118.54	$5,376.80
Integrated Waste Dispatcher	TMTR	7/14/2024	$4,993.74	$6,066.67	$4,993.74	$5,241.60	$5,501.60	$5,778.94	$6,066.67
Integrated Waste Lead Collector	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
Integrated Waste Maintenance Worker	AFSCME	7/14/2024	$4,251.87	$5,161.87	$4,251.87	$4,463.34	$4,686.94	$4,919.20	$5,161.87

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Integrated Waste Manager	AOME	11/10/2024	$11,022.27	$13,400.40	$11,022.27	$11,576.94	$12,154.14	$12,759.07	$13,400.40
Integrated Waste Route Specialist	TMTR	7/14/2024	$5,548.40	$6,739.20	$5,548.40	$5,824.00	$6,113.47	$6,422.00	$6,739.20
Integrated Waste Superintendent	AOME	11/10/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Integrated Waste Supervisor	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,219.47	$8,630.27
Internal Audit Manager	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Internal Auditor	SCN	7/14/2024	$8,046.14	$9,777.74	$8,046.14	$8,450.00	$8,867.74	$9,313.20	$9,777.74
Inventory Assistant	AFSCME	7/14/2024	$3,806.40	$4,624.54	$3,806.40	$3,998.80	$4,194.67	$4,406.14	$4,624.54
Investment and Treasury Officer	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Irrigation Conservation Specialist	TMTR	7/14/2024	$6,101.34	$7,410.00	$6,101.34	$6,404.67	$6,723.60	$7,059.87	$7,410.00
Irrigation Maintenance Technician	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
IT Manager	AOME	7/14/2024	$11,935.74	$14,508.00	$11,935.74	$12,532.00	$13,157.74	$13,816.40	$14,508.00
IT Specialist	CON	7/14/2024	$6,699.34	$8,143.20	$6,699.34	$7,035.60	$7,384.00	$7,754.94	$8,143.20
IT Technician	CON	7/14/2024	$6,028.54	$7,325.07	$6,028.54	$6,330.14	$6,643.87	$6,976.67	$7,325.07
Landscape Planner	TMTR	7/14/2024	$7,160.40	$8,703.07	$7,160.40	$7,517.47	$7,895.34	$8,288.80	$8,703.07
Legislative Analyst	SCN	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07
Librarian	TMTR	7/14/2024	$6,279.87	$7,701.20	$6,279.87	$6,605.74	$6,952.40	$7,319.87	$7,701.20
Library Assistant	TMTR	7/14/2024	$4,563.87	$5,544.94	$4,563.87	$4,787.47	$5,026.67	$5,278.00	$5,544.94
Library Clerk	TMTR	7/14/2024	$3,757.87	$4,565.60	$3,757.87	$3,945.07	$4,142.67	$4,347.20	$4,565.60
Library Services Manager	AOME	7/14/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Maintenance Worker	AFSCME	7/14/2024	$4,251.87	$5,161.87	$4,251.87	$4,463.34	$4,686.94	$4,919.20	$5,161.87
Management Analyst	TMTR	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07
Management Analyst - Confidential	CON	7/14/2024	$7,245.34	$8,807.07	$7,245.34	$7,607.60	$7,988.94	$8,387.60	$8,807.07
Management Assistant	TMTR	7/14/2024	$6,366.54	$7,739.34	$6,366.54	$6,683.74	$7,018.27	$7,368.40	$7,739.34
Municipal Services Manager	AOME	11/10/2024	$10,051.60	$12,216.54	$10,051.60	$10,592.40	$11,134.94	$11,675.74	$12,216.54
Museum Curator	TMTR	7/14/2024	$5,706.14	$7,006.14	$5,706.14	$6,006.00	$6,323.20	$6,650.80	$7,006.14
Museum, Arts and Culture Manager	AOME	7/14/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Office Assistant	TMTR	7/14/2024	$3,757.87	$4,565.60	$3,757.87	$3,945.07	$4,142.67	$4,347.20	$4,565.60
Office Assistant - Confidential	CON	7/14/2024	$3,757.87	$4,565.60	$3,757.87	$3,945.07	$4,142.67	$4,347.20	$4,565.60
Office Specialist	TMTR	7/14/2024	$4,537.87	$5,512.00	$4,537.87	$4,766.67	$5,004.14	$5,250.27	$5,512.00
Office Specialist - Confidential	CON	7/14/2024	$4,537.87	$5,512.00	$4,537.87	$4,766.67	$5,004.14	$5,250.27	$5,512.00
Park Maintenance Technician	AFSCME	7/14/2024	$5,180.94	$6,298.94	$5,180.94	$5,447.87	$5,713.07	$6,002.54	$6,298.94
Parking Enforcement Officer	TMTR	7/14/2024	$4,215.47	$5,127.20	$4,215.47	$4,426.94	$4,647.07	$4,882.80	$5,127.20
Parks & Maintenance Supervisor	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,219.47	$8,630.27
Parks and Streets Maintenance Superintendent	AOME	11/10/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Parts Specialist	AFSCME	7/14/2024	$5,080.40	$6,175.87	$5,080.40	$5,331.74	$5,600.40	$5,881.20	$6,175.87
Payroll Coordinator	CON	7/14/2024	$7,390.94	$8,980.40	$7,390.94	$7,760.14	$8,148.40	$8,557.47	$8,980.40
Payroll Manager	CONMGMT	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Payroll Technician	CON	7/14/2024	$6,366.54	$7,739.34	$6,366.54	$6,683.74	$7,018.27	$7,368.40	$7,739.34
Performance and Optimization Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Permit Services Supervisor	AOME	7/14/2024	$8,822.67	$10,724.14	$8,822.67	$9,264.67	$9,727.47	$10,214.54	$10,724.14
Permit Technician	TMTR	7/14/2024	$5,662.80	$6,881.34	$5,662.80	$5,948.80	$6,245.20	$6,557.20	$6,881.34
Personnel and Training Coordinator	CON	7/14/2024	$6,366.54	$7,739.34	$6,366.54	$6,683.74	$7,018.27	$7,368.40	$7,739.34
Plan Check Engineer	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Plan Checker	TMTR	7/14/2024	$8,238.54	$10,013.47	$8,238.54	$8,652.80	$9,082.67	$9,535.07	$10,013.47
Police Captain	PMG	7/14/2024	$15,265.47	$18,557.07	$15,265.47	$16,031.60	$16,830.67	$17,674.80	$18,557.07
Police Communications Manager	AOME	7/14/2024	$10,701.60	$13,001.74	$10,701.60	$11,233.74	$11,795.34	$12,381.20	$13,001.74
Police Corporal	POA	7/14/2024	$8,918.00	$10,842.00	$8,918.00	$9,365.20	$9,833.20	$10,325.47	$10,842.00
Police Detective	POA	7/14/2024	$9,854.00	$11,975.60	$9,854.00	$10,348.00	$10,862.80	$11,405.34	$11,975.60

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Police Dispatch Supervisor	TMTR	7/14/2024	$8,422.27	$10,233.60	$8,422.27	$8,836.54	$9,282.00	$9,746.54	$10,233.60
Police Dispatcher	TMTR	7/14/2024	$5,428.80	$6,662.94	$5,428.80	$5,709.60	$6,011.20	$6,328.40	$6,662.94
Police Dispatcher Trainee	TMTR	7/14/2024	$4,927.87	$6,044.14	$4,927.87	$5,180.94	$5,460.00	$5,746.00	$6,044.14
Police Lieutenant	PMG	7/14/2024	$13,634.40	$16,562.00	$13,634.40	$14,313.87	$15,026.27	$15,775.07	$16,562.00
Police Officer	POA	7/14/2024	$8,070.40	$9,812.40	$8,070.40	$8,477.74	$8,900.67	$9,340.94	$9,812.40
Police Records Manager	AOME	7/14/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Police Records Specialist	TMTR	7/14/2024	$4,537.87	$5,512.00	$4,537.87	$4,766.67	$5,004.14	$5,250.27	$5,512.00
Police Records Specialist Trainee	TMTR	7/14/2024	$4,215.47	$5,127.20	$4,215.47	$4,426.94	$4,647.07	$4,882.80	$5,127.20
Police Records Supervisor	TMTR	7/14/2024	$6,635.20	$8,061.74	$6,635.20	$6,962.80	$7,309.47	$7,675.20	$8,061.74
Police Recruit	POA	7/14/2024	$7,306.00	$8,883.34	$7,306.00	$7,671.74	$8,058.27	$8,463.87	$8,883.34
Police Sergeant	PMG	7/14/2024	$12,034.54	$14,624.14	$12,034.54	$12,634.27	$13,266.94	$13,929.07	$14,624.14
Principal Broadband Analyst	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Principal Construction Project Manager	AOME	11/10/2024	$12,457.47	$15,135.47	$12,457.47	$13,078.00	$13,731.47	$14,416.14	$15,135.47
Principal Engineer	AOME	7/14/2024	$12,870.00	$15,638.14	$12,870.00	$13,509.60	$14,189.07	$14,894.54	$15,638.14
Principal Human Resources Agency Partner	CONMGMT	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Principal IT Analyst	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Principal Planner	AOME	7/14/2024	$13,008.67	$15,806.27	$13,008.67	$13,655.20	$14,336.40	$15,052.27	$15,806.27
Principal Risk Management / Benefits Agency Partner	CONMGMT	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Project Coordinator	TMTR	7/14/2024	$7,390.94	$8,980.40	$7,390.94	$7,760.14	$8,148.40	$8,557.47	$8,980.40
Project Manager	AOME	11/10/2024	$9,883.47	$12,006.80	$9,883.47	$10,368.80	$10,892.27	$11,434.80	$12,006.80
PS1	DH_PS	7/14/2024	$21,164.00	$28,147.60					
PS2	DH_PS	7/14/2024	$22,432.80	$29,835.87					
PS3	DH_PS	7/14/2024	$23,172.94	$30,820.40					
PS4	DH_PS	7/14/2024	$24,564.80	$32,671.60					
Public Works Inspector	TMTR	7/14/2024	$7,455.07	$9,060.14	$7,455.07	$7,827.74	$8,219.47	$8,628.54	$9,060.14
Purchasing Assistant	TMTR	7/14/2024	$5,376.80	$6,529.47	$5,376.80	$5,643.74	$5,922.80	$6,220.94	$6,529.47
Purchasing Manager	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Records Coordinator	CON	7/14/2024	$6,342.27	$7,708.14	$6,342.27	$6,661.20	$6,992.27	$7,342.40	$7,708.14
Records Specialist	CON	7/14/2024	$4,896.67	$5,947.07	$4,896.67	$5,141.07	$5,394.14	$5,662.80	$5,947.07
Recreation/Community Services Coordinator	TMTR	7/14/2024	$5,378.54	$6,531.20	$5,378.54	$5,643.74	$5,924.54	$6,220.94	$6,531.20
Recreation/Community Services Driver	TMTR	7/14/2024	$4,127.07	$5,018.00	$4,127.07	$4,335.07	$4,553.47	$4,780.54	$5,018.00
Recreation/Community Services Driver Trainee	TMTR	7/14/2024	$3,757.87	$4,565.60	$3,757.87	$3,945.07	$4,142.67	$4,347.20	$4,565.60
Recreation/Community Services Manager	AOME	7/14/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Recreation/Community Services Supervisor	TMTR	7/14/2024	$5,704.40	$6,931.60	$5,704.40	$5,988.67	$6,290.27	$6,604.00	$6,931.60
Revenue Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Risk Management Specialist	CON	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Risk/Safety Manager	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,495.47	$12,083.07	$12,672.40	$13,260.00
Senior Accountant	CON	7/14/2024	$7,985.47	$9,704.94	$7,985.47	$8,385.87	$8,805.34	$9,243.87	$9,704.94
Senior Accounts Payable Technician	CON	7/14/2024	$6,082.27	$7,390.94	$6,082.27	$6,385.60	$6,730.54	$7,042.54	$7,390.94
Senior Administrative Assistant	CON	7/14/2024	$6,030.27	$7,326.80	$6,030.27	$6,331.87	$6,645.60	$6,978.40	$7,326.80
Senior Associate Civil Engineer	AOME	7/14/2024	$11,138.40	$13,533.87	$11,138.40	$11,696.54	$12,278.94	$12,892.54	$13,533.87
Senior Associate Engineer	AOME	7/14/2024	$11,138.40	$13,533.87	$11,138.40	$11,696.54	$12,278.94	$12,892.54	$13,533.87
Senior Combo Building Inspector	TMTR	7/14/2024	$8,321.74	$10,115.74	$8,321.74	$8,736.00	$9,172.80	$9,632.14	$10,115.74
Senior Community Improvement Officer	TMTR	7/14/2024	$6,929.87	$8,418.80	$6,929.87	$7,276.54	$7,638.80	$8,018.40	$8,418.80
Senior Community Information Specialist	SCN	7/14/2024	$7,390.94	$8,980.40	$7,390.94	$7,760.14	$8,148.40	$8,557.47	$8,980.40
Senior Community Service Officer	TMTR	11/5/2024	$5,480.80	$6,662.94	$5,480.80	$5,756.40	$6,044.14	$6,345.74	$6,662.94
Senior Custodian	AFSCME	7/14/2024	$4,697.34	$5,704.40	$4,697.34	$4,929.60	$5,172.27	$5,430.54	$5,704.40
Senior Deputy Fire Chief	FMG	7/14/2024	$17,671.34	$21,477.74	$17,671.34	$18,557.07	$19,484.40	$20,456.80	$21,477.74

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Senior Electrician	AFSCME	7/14/2024	$6,909.07	$8,394.54	$6,909.07	$7,252.27	$7,609.34	$7,995.87	$8,394.54
Senior Environmental Technician	TMTR	7/14/2024	$6,101.34	$7,410.00	$6,101.34	$6,404.67	$6,723.60	$7,059.87	$7,410.00
Senior Equipment Mechanic	AFSCME	7/14/2024	$6,078.80	$7,387.47	$6,078.80	$6,382.14	$6,704.54	$7,039.07	$7,387.47
Senior Evidence Technician	TMTR	7/14/2024	$5,938.40	$7,217.60	$5,938.40	$6,231.34	$6,546.80	$6,872.67	$7,217.60
Senior Facilities Maintenance Technician	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
Senior Financial Analyst	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Senior Financial Analyst - Confidential	CONMGMT	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Senior Fire Business Analyst	AOME	7/14/2024	$9,925.07	$12,062.27	$9,925.07	$10,420.80	$10,942.54	$11,490.27	$12,062.27
Senior Fire Dispatcher	TMTR	7/14/2024	$5,967.87	$7,325.07	$5,967.87	$6,285.07	$6,616.14	$6,961.07	$7,325.07
Senior Fire Equipment Mechanic	AFSCME	7/14/2024	$6,716.67	$8,160.54	$6,716.67	$7,051.20	$7,403.07	$7,775.74	$8,160.54
Senior Fire Safety Specialist	TMTR	7/14/2024	$7,845.07	$9,535.07	$7,845.07	$8,238.54	$8,652.80	$9,082.67	$9,535.07
Senior Forensic Specialist	TMTR	7/14/2024	$7,056.40	$8,574.80	$7,056.40	$7,406.54	$7,777.47	$8,164.00	$8,574.80
Senior Helicopter Mechanic	AFSCME	7/14/2024	$9,273.34	$11,271.87	$9,273.34	$9,736.14	$10,223.20	$10,736.27	$11,271.87
Senior Human Resources Analyst	CONMGMT	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Senior Information Technology Specialist	CON	7/14/2024	$7,390.94	$8,982.14	$7,390.94	$7,761.87	$8,148.40	$8,557.47	$8,982.14
Senior Integrated Waste Collector	AFSCME	7/14/2024	$4,886.27	$5,936.67	$4,886.27	$5,132.40	$5,387.20	$5,652.40	$5,936.67
Senior Landscape Architect	AOME	7/14/2024	$10,051.60	$12,216.54	$10,051.60	$10,552.54	$11,081.20	$11,634.14	$12,216.54
Senior Landscape Planner	TMTR	7/14/2024	$9,422.40	$11,450.40	$9,422.40	$9,893.87	$10,380.94	$10,904.40	$11,450.40
Senior Legislative Analyst	AOME	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Senior Librarian	TMTR	7/14/2024	$6,902.14	$8,476.00	$6,902.14	$7,266.14	$7,647.47	$8,054.80	$8,476.00
Senior Library Assistant	TMTR	7/14/2024	$5,184.40	$6,370.00	$5,184.40	$5,463.47	$5,749.47	$6,051.07	$6,370.00
Senior Library Clerk	TMTR	7/14/2024	$4,127.07	$5,018.00	$4,127.07	$4,335.07	$4,553.47	$4,780.54	$5,018.00
Senior Management Analyst	AOME	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Senior Management Analyst - Confidential	CONMGMT	7/14/2024	$8,982.14	$10,913.07	$8,982.14	$9,432.80	$9,902.54	$10,398.27	$10,913.07
Senior Network Engineer	AOME	7/14/2024	$10,906.14	$13,260.00	$10,906.14	$11,455.60	$12,025.87	$12,630.80	$13,260.00
Senior Park Maintenance Technician	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
Senior Park Maintenance Worker	AFSCME	7/14/2024	$4,697.34	$5,704.40	$4,697.34	$4,929.60	$5,172.27	$5,430.54	$5,704.40
Senior Parts Specialist	AFSCME	7/14/2024	$5,612.54	$6,822.40	$5,612.54	$5,893.34	$6,186.27	$6,496.54	$6,822.40
Senior Performance and Optimization Analyst	CON	7/14/2024	$9,923.34	$12,062.27	$9,923.34	$10,424.27	$10,939.07	$11,490.27	$12,062.27
Senior Permit Technician	TMTR	7/14/2024	$6,304.14	$7,663.07	$6,304.14	$6,619.60	$6,948.94	$7,297.34	$7,663.07
Senior Plan Check Engineer	AOME	7/14/2024	$11,256.27	$13,679.47	$11,256.27	$11,817.87	$12,410.67	$13,029.47	$13,679.47
Senior Planner	AOME	7/14/2024	$10,755.34	$13,072.80	$10,755.34	$11,296.14	$11,857.74	$12,448.80	$13,072.80
Senior Police Dispatcher	TMTR	7/14/2024	$5,967.87	$7,325.07	$5,967.87	$6,285.07	$6,616.14	$6,961.07	$7,325.07
Senior Police Records Specialist	TMTR	7/14/2024	$5,258.94	$6,397.74	$5,258.94	$5,525.87	$5,801.47	$6,089.20	$6,397.74
Senior Project Coordinator	AOME	7/14/2024	$8,089.47	$9,834.94	$8,089.47	$8,498.54	$8,923.20	$9,368.67	$9,834.94
Senior Project Manager	AOME	7/14/2024	$10,913.07	$13,268.67	$10,913.07	$11,460.80	$12,038.00	$12,637.74	$13,268.67
Senior Public Safety Business Analyst	AOME	7/14/2024	$9,925.07	$12,064.00	$9,925.07	$10,426.00	$10,946.00	$11,492.00	$12,060.54
Senior Public Works Inspector	TMTR	7/14/2024	$8,321.74	$10,115.74	$8,321.74	$8,736.00	$9,172.80	$9,632.14	$10,115.74
Senior Records Specialist	CON	7/14/2024	$5,770.27	$7,009.60	$5,770.27	$6,058.00	$6,359.60	$6,676.80	$7,009.60
Senior Recreation/Community Services Supervisor	TMTR	7/14/2024	$7,455.07	$9,056.67	$7,455.07	$7,827.74	$8,219.47	$8,628.54	$9,056.67
Senior Street Maintenance Technician	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
Senior Street Maintenance Worker	AFSCME	7/14/2024	$4,697.34	$5,704.40	$4,697.34	$4,929.60	$5,172.27	$5,430.54	$5,704.40
Senior Systems Analyst	CON	7/14/2024	$9,925.07	$12,064.00	$9,925.07	$10,426.00	$10,946.00	$11,492.00	$12,064.00
Senior Utilities Technician	AFSCME	7/14/2024	$5,948.80	$7,229.74	$5,948.80	$6,245.20	$6,565.87	$6,883.07	$7,229.74
Street Maintenance Supervisor	TMTR	7/14/2024	$7,101.47	$8,630.27	$7,101.47	$7,456.80	$7,829.47	$8,219.47	$8,630.27
Street Maintenance Technician	AFSCME	7/14/2024	$5,180.94	$6,298.94	$5,180.94	$5,447.87	$5,713.07	$6,002.54	$6,298.94
Supervising Building Inspector	AOME	7/14/2024	$9,661.60	$11,738.14	$9,661.60	$10,140.00	$10,651.34	$11,181.74	$11,738.14
Supervising Librarian	TMTR	7/14/2024	$7,935.20	$9,743.07	$7,935.20	$8,354.67	$8,793.20	$9,254.27	$9,743.07

Compensation Grades / Step Table
Full-Time Classifications Effective 01/01/2025

Classification	Group	Effective Date	Minimum - Monthly Range Salary	Maximum - Monthly Range Salary	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly
Supervising Library Clerk	TMTR	7/14/2024	$4,563.87	$5,544.94	$4,563.87	$4,787.47	$5,026.67	$5,278.00	$5,544.94
Supervising Public Works Inspector	AOME	7/14/2024	$9,661.60	$11,738.14	$9,661.60	$10,140.00	$10,651.34	$11,181.74	$11,738.14
Survey Party Chief	TMTR	7/14/2024	$7,638.80	$9,282.00	$7,638.80	$8,018.40	$8,420.54	$8,843.47	$9,282.00
Survey Technician	TMTR	7/14/2024	$6,945.47	$8,441.34	$6,945.47	$7,292.14	$7,661.34	$8,039.20	$8,441.34
Sustainability Program Manager	AOME	7/14/2024	$13,008.67	$15,806.27	$13,008.67	$13,655.20	$14,336.40	$15,052.27	$15,806.27
Systems Analyst	CON	7/14/2024	$7,390.94	$8,982.14	$7,390.94	$7,761.87	$8,148.40	$8,557.47	$8,982.14
Systems Specialist	CON	7/14/2024	$6,699.34	$8,143.20	$6,699.34	$7,035.60	$7,384.00	$7,754.94	$8,143.20
Traffic/Transportation Manager	AOME	7/14/2024	$15,142.40	$18,404.54	$15,142.40	$15,898.14	$16,695.47	$17,530.94	$18,404.54
Urban Forestry Superintendent	AOME	11/10/2024	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Urban Forestry Technician	AFSCME	7/14/2024	$5,728.67	$6,957.60	$5,728.67	$6,012.94	$6,316.27	$6,628.27	$6,957.60
Utilities Customer Services Specialist	TMTR	7/14/2024	$5,434.00	$6,604.00	$5,434.00	$5,704.40	$5,988.67	$6,290.27	$6,604.00
Utilities Engineering Manager	AOME	1/1/2025	$15,142.40	$18,404.54	$15,142.40	$15,898.14	$16,692.00	$17,530.94	$18,404.54
Utilities Maintenance Worker	AFSCME	7/14/2024	$4,872.40	$5,922.80	$4,872.40	$5,118.54	$5,376.80	$5,640.27	$5,922.80
Utilities Operations Assistant Manager	AOME	1/1/2025	$9,304.54	$11,304.80	$9,304.54	$9,767.34	$10,256.14	$10,765.74	$11,304.80
Utilities Operations Manager	AOME	1/1/2025	$11,753.74	$14,282.67	$11,753.74	$12,343.07	$12,956.67	$13,601.47	$14,282.67
Utilities Project Manager	AOME	7/14/2024	$10,448.54	$12,703.60	$10,448.54	$10,975.47	$11,521.47	$12,096.94	$12,703.60
Utilities Service Representative	AFSCME	7/14/2024	$5,378.54	$6,529.47	$5,378.54	$5,642.00	$5,924.54	$6,220.94	$6,529.47
Utilities Supervisor	TMTR	7/14/2024	$7,474.14	$9,079.20	$7,474.14	$7,843.34	$8,236.80	$8,649.34	$9,079.20
Utilities Technician	AFSCME	7/14/2024	$5,385.47	$6,545.07	$5,385.47	$5,652.40	$5,936.67	$6,229.60	$6,545.07
Wastewater Compliance Manager	AOME	1/1/2025	$9,592.27	$11,651.47	$9,592.27	$10,068.94	$10,573.34	$11,098.54	$11,651.47
Water Production Manager	AOME	7/14/2024	$11,753.74	$14,282.67	$11,753.74	$12,343.07	$12,956.67	$13,601.47	$14,282.67
Water Production Operator	TMTR	7/14/2024	$6,402.94	$7,777.47	$6,402.94	$6,723.60	$7,056.40	$7,406.54	$7,777.47
Water Production Supervisor	TMTR	7/14/2024	$7,474.14	$9,079.20	$7,474.14	$7,843.34	$8,236.80	$8,649.34	$9,079.20
Water Quality Programs Manager	AOME	7/14/2024	$9,592.27	$11,651.47	$9,592.27	$10,068.94	$10,573.34	$11,098.54	$11,651.47
Water Quality Specialist	TMTR	7/14/2024	$7,845.07	$9,535.07	$7,845.07	$8,238.54	$8,652.80	$9,082.67	$9,535.07
Water Resources Coordinator	TMTR	7/14/2024	$7,845.07	$9,535.07	$7,845.07	$8,238.54	$8,652.80	$9,082.67	$9,535.07
Water Resources Manager	AOME	7/14/2024	$12,870.00	$15,638.14	$12,870.00	$13,509.60	$14,189.07	$14,894.54	$15,638.14
Water/Sewer Maintenance Manager	AOME	7/14/2024	$10,448.54	$12,703.60	$10,448.54	$10,975.47	$11,521.47	$12,096.94	$12,703.60
Water/Wastewater Technician	TMTR	7/14/2024	$6,439.34	$7,824.27	$6,439.34	$6,758.27	$7,098.00	$7,449.87	$7,824.27
Welder	AFSCME	7/14/2024	$4,986.80	$6,058.00	$4,986.80	$5,238.14	$5,491.20	$5,772.00	$6,058.00

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Department: Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **PURCHASE OF PARAMETRIC EARTHQUAKE INSURANCE FROM AUTHORITY FOR CALIFORNIA EXCESS LIABILITY (ACCEL) FOR FISCAL YEAR 2025-26**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to procure Parametric Earthquake Insurance as provided by the Authority for California Excess Liability (ACCEL), the City's Joint Power Authority (JPA) for Liability and Insurance. The annual premium for the insurance is $160,916 for Fiscal Year 2025-2026.

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

FISCAL IMPACT: The annual premium for the earthquake insurance is $160,916. The Fiscal Year 2025-26 Proposed Budget includes the additional appropriations in the General Liability fund.

BACKGROUND & ANALYSIS: The City currently purchases earthquake insurance from our JPA, ACCEL. Unfortunately, recovering funds from earthquake insurance and/or FEMA can be a time-consuming process. Parametric Insurance would serve as a supplement to the City's current earthquake insurance by providing the following:

- It can be designated for risks specific to the City, such as tax interruption, or by causes of loss not insured under traditional earthquake insurance policies.
- Coverage can be focused on losses not recoverable from FEMA, such as loss of revenue or overtime costs.
- Claims payments are initiated within two to four weeks of a loss.
- The adjustment process is streamlined, as the insurer pays if the specific trigger is met, rather than requiring detailed proof of loss.

The location of Ontario City Hall is considered the "trigger location" for determining shake intensity, which serves as the basis for claim payment. Each qualifying earthquake incident will be eligible for a claim of up to $10,000,000. Depending on the location of the earthquake and subsequent shaking intensity, should a qualifying earthquake occur in our vicinity, the claim payments might be

split between Ontario and the City of Anaheim, as Anaheim is also a member of the ACCEL JPA. The $10,000,000 per incident allows for a maximum of three claims per fiscal year.

This supplement to earthquake insurance was presented to the ACCEL Board, made up of 13 cities throughout California. Of the thirteen cities, ten have opted to obtain this insurance. As a result, the annual premium rate was determined based on a group purchase discount rate.

Based on the unique nature of this insurance, the pooled pricing, and the likelihood of future earthquakes occurring within our geographic area, Staff recommends procuring this Parametric Insurance for fiscal year 2025-2026.

ACCEL

Authority for California Cities Excess Liability
c/o Alliant Insurance Services
Corporation Insurance License No. 0C36861
560 Mission Street, 6th Floor, San Francisco, CA 94105

Item No. B.2
Special Board of Directors
March 4, 2025

PARAMETRIC INSURANCE PROPOSAL

ISSUE: At the January 2025 Board Meeting, Scott Carpinteri from K2 Parametric provided the Board a quote on parametric insurance. All the Members were interested with an effective date of July 1, 2025. At today's meeting ACCEL should confirm if all members will participate in the program, at the last meeting Monterey and Salinas wanted more time to review.

The Board gave direction to convene a Special Board Meeting before the March 20 and 21, 2025 Board Meeting. The goal of today's meeting is to confirm which Members are interested in purchasing parametric insurance.

Other JPAs, CSRMA and CSURMA Property Loss Limits Policies and Procedures are attached for reference. ACCEL should consider adopting one prior to the inception date of the policy. If an event or events occur that causes the aggregate to be full exhausted, the policy would have to share the limits available and reduce members recovery. Because the trigger of coverage is ground shaking, and not building damage, the full amount of claims recovery will be known shortly after the event. ACCEL's policy would determine how to share limit, we believe the simplest approach is to reduce each members recovery by an equal share. So if the aggregate limit is $10M, and two members are entitled to $7M and $5M ($12M), their recovery would be reduced to $5,833,333 and $4,166,667.

RECOMMENDATION: It is recommended that the Board review the proposal and take action to bind coverage with an effective date of July 1, 2025 or a different effective date, or provide direction to Scott on other pricing. Further direction may be given.

Additional Consideration

In favor: Given California's history of earthquakes as well as the geographic dispersion of ACCEL's Member Cities, it may make sense to purchase a shared limits parametric earthquake product. Earthquakes can also have financial impact aside from property damage, which this parametric product would address.

Against: Earthquake insurance in California tends to be expensive and would add to already significant insurance spends for Member Cities.

FISCAL IMPACT: If the Board decides to bind a new parametric insurance product at the June, 2025 Board Meeting, this will incur a financial cost in the amount of the premium.

ACCEL

Authority for California Cities Excess Liability
c/o Alliant Insurance Services
Corporation Insurance License No. 0C36861
560 Mission Street, 6th Floor, San Francisco, CA 94105

BACKGROUND: In recent years insurers and reinsurers have developed insurance products with "parametric coverage triggers." Unlike traditional insurance products relying on financial denominated loss, parametric product coverage is triggered when specified events take place. These parametric products were originally targeted to insurers and reinsurers, but are now being crafted for larger public entity risks. The Board has asked Scott Carpinteri from K2 Parametric to provide an informational presentation at today's meeting.

Recent catastrophes in California demonstrate the shortcomings of traditional insurance products and reliance on FEMA support. Reflecting on the impact of too much water (Oroville Dam, levees, street damage, etc), wildfires and exposure to earth movement, some of the key points of parametric products are:

- It can be designed for risks specific to an organization, such as tax interruption, by causes of loss not insured under traditional products.
- Coverage can be focused on loss not recoverable from FEMA, such as loss of revenue.
- Claims payments are initiated within two to four weeks of a loss.
- The adjustment process is streamlined in that the insurer pays if the specific trigger is hit rather than focusing on requiring a detailed proof of loss. A two page proof off loss documenting that the entity sustained loss exceeding the insurer payment is sufficient without supporting records.

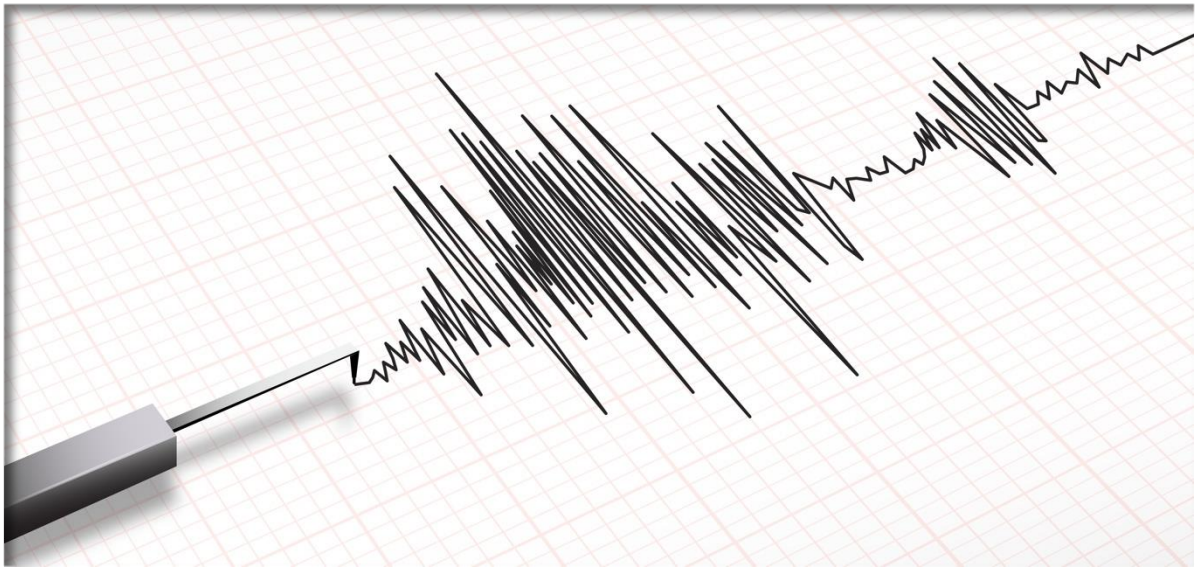
At the October 2024 Strategic Planning Meeting, Scott Carpinteri from K2 Parametric provided a presentation on parametric earthquake insurance as well as an indication of what a potential policy for ACCEL might look like. The Board invited Scott to attend the January 2025 Board Meeting.

ATTACHMENT:

1. Proposal from Scott Carpinteri
2. CSRMA Property Allocation of Loss Limits Policy and Procedure
3. CSU Property Limit Sharing Policy and Procedure

K2 PARAMETRIC
INSURANCE SERVICES

Parametric Earthquake Insurance



Presentation to ACCEL

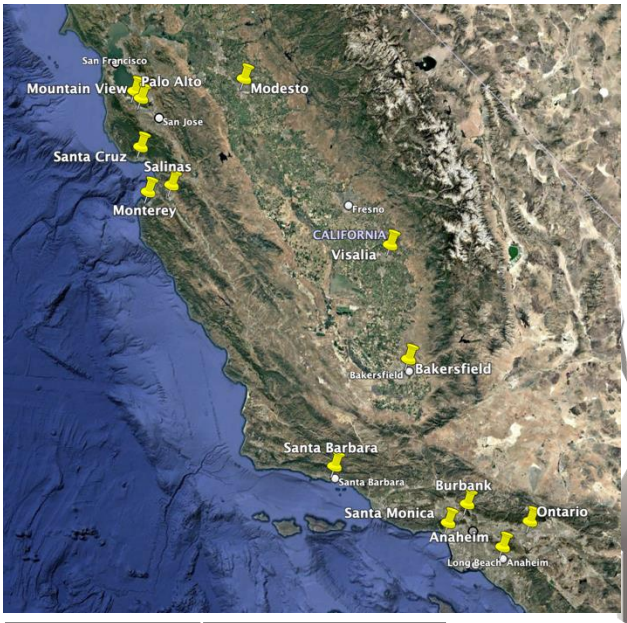
ACCEL March-2025

Payout Options

Shaking Intensity*	Payouts Base Option (% of limit)	Payouts Light Option (% of limit)
< 40	-	-
40	5%	-
45	10%	-
50	15%	5%
55	20%	10%
60	25%	15%
65	30%	20%
70	40%	25%
75	50%	30%
80	60%	40%
85	70%	50%
90	80%	60%
95	90%	70%
100	100%	80%
105	"	90%
≥ 110	"	100%

The table above shows percentage of location limit triggered for each location's shaking intensity.

** Shaking Intensity expressed as a percentage of gravity (%G) as reported by the USGS.*



[redacted]	[redacted]
Overall Limit	$30,000,000

Limit is per Occurrence and in the Aggregate

Trigger Location

	Lat	Long	Limit
Each City Center	xx.xxx	-xxx.xxx	10,000,000

Pricing and capacity indicative and not guaranteed until firm order and confirmation

K2 PARAMETRIC INSURANCE SERVICES

Pricing

	Group Purchase with 9 to 13 participants		Group Purchase with 5 to 8 participants		Stand Alone Purchases	
	Base Option	Light Option	Base Option	Light Option	Base Option	Light Option
Burbank	207,849	126,320	248,000	152,000	310,000	190,000
Mountain View	207,849	126,320	248,000	152,000	310,000	190,000
Palo Alto	207,849	126,320	248,000	152,000	310,000	190,000
Salinas	207,849	126,320	248,000	152,000	310,000	190,000
Santa Barbara	207,849	126,320	248,000	152,000	310,000	190,000
Anaheim	160,916	113,023	192,000	136,000	240,000	170,000
Monterey	160,916	113,023	192,000	136,000	240,000	170,000
Ontario	160,916	113,023	192,000	136,000	240,000	170,000
Santa Cruz	160,916	113,023	192,000	136,000	240,000	170,000
Santa Monica	160,916	113,023	192,000	136,000	240,000	170,000
Bakersfield	127,392	86,429	152,000	104,000	190,000	130,000
Modesto	127,392	86,429	152,000	104,000	190,000	130,000
Visalia	127,392	86,429	152,000	104,000	190,000	130,000

Group Purchase
Annual Premium^ per member shown above
$10,000,000 limit per member
$30,000,000 shared aggregate limit across the group
Each member can choose Base Option or Light Option
Pricing is the lowest per member with at least 9 participants

Stand Alone Purchase
Annual Premium^ per member
$10,000,000 stand alone limit for the member
Can choose Base Option or Light Option

^ Annual Premium net of any surplus lines taxes and fees.

Pricing and capacity indicative and not guaranteed until firm order and confirmation

K2 PARAMETRIC INSURANCE SERVICES

Group Purchase Pricing Examples

	with 9 to 13 participants		with 5 to 8 participants	
	Base Option	Light Option	Base Option	Light Option
Burbank	207,849	126,320	248,000	152,000
Mountain View	207,849	126,320	248,000	152,000
Palo Alto	207,849	126,320	248,000	152,000
Salinas	207,849	126,320	248,000	152,000
Santa Barbara	207,849	126,320	248,000	152,000
Anaheim	160,916	113,023	192,000	136,000
Monterey	160,916	113,023	192,000	136,000
Ontario	160,916	113,023	192,000	136,000
Santa Cruz	160,916	113,023	192,000	136,000
Santa Monica	160,916	113,023	192,000	136,000
Bakersfield	127,392	86,429	152,000	104,000
Modesto	127,392	86,429	152,000	104,000
Visalia	127,392	86,429	152,000	104,000
Total	2,226,001			

Group Purchase
All members participate
All members choose Base Option

	with 9 to 13 participants		with 5 to 8 participants	
	Base Option	Light Option	Base Option	Light Option
Burbank	207,849	126,320	248,000	152,000
Mountain View	207,849	126,320	248,000	152,000
Palo Alto	207,849	126,320	248,000	152,000
Salinas	207,849	126,320	248,000	152,000
Santa Barbara	207,849	126,320	248,000	152,000
Anaheim	160,916	113,023	192,000	136,000
Monterey	160,916	113,023	192,000	136,000
Ontario	160,916	113,023	192,000	136,000
Santa Cruz	160,916	113,023	192,000	136,000
Santa Monica	160,916	113,023	192,000	136,000
Bakersfield	127,392	86,429	152,000	104,000
Modesto	127,392	86,429	152,000	104,000
Visalia	127,392	86,429	152,000	104,000
Total	1,355,438			

Group Purchase
10 members participate
Each member selects unique Option

Green highlight indicates selection.
^ Annual Premium net of any surplus lines taxes and fees.

Pricing and capacity indicative and not guaranteed until firm order and confirmation

K2 PARAMETRIC INSURANCE SERVICES

Group Purchase Pricing Examples

	with 9 to 13 participants		*with 5 to 8 participants*	
	Base Option	Light Option	Base Option	Light Option
Burbank	207,849	126,320	248,000	152,000
Mountain View	207,849	126,320	248,000	152,000
Palo Alto	207,849	126,320	248,000	152,000
Salinas	207,849	126,320	248,000	152,000
Santa Barbara	207,849	126,320	248,000	152,000
Anaheim	160,916	113,023	192,000	136,000
Monterey	160,916	113,023	192,000	136,000
Ontario	160,916	113,023	192,000	136,000
Santa Cruz	160,916	113,023	192,000	136,000
Santa Monica	160,916	113,023	192,000	136,000
Bakersfield	127,392	86,429	152,000	104,000
Modesto	127,392	86,429	152,000	104,000
Visalia	127,392	86,429	152,000	104,000
Total			1,176,000	

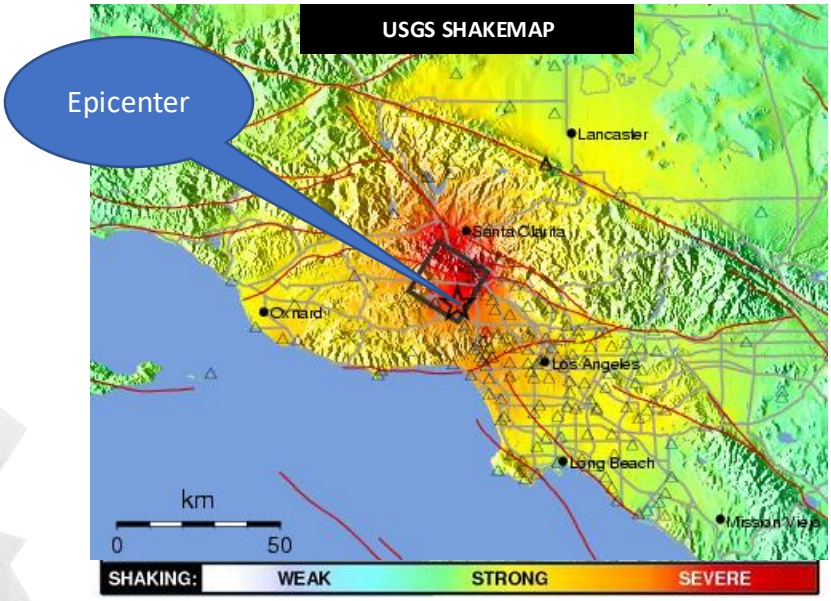
Group Purchase
7 members participate
Each member selects unique Option

Green highlight indicates selection.
^ Annual Premium net of any surplus lines taxes and fees.

Pricing and capacity indicative and not guaranteed until firm order and confirmation

Sample Events

Northridge Earthquake (M6.7) 1994

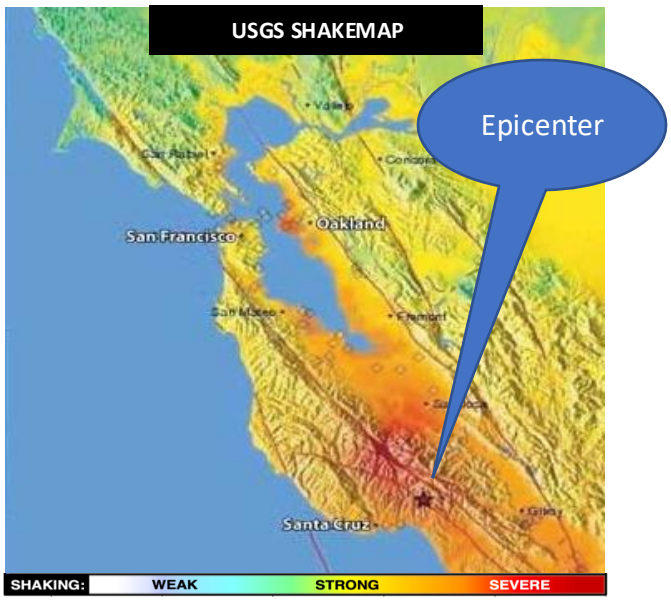


City	Shaking Intensity	Payout Base Option	Payout Light Option
Anaheim	28.2	-	-
Bakersfield	9.1	-	-
Burbank	70.9	4,000,000	2,500,000
Modesto	-	-	-
Monterey	-	-	-
Mountain View	-	-	-
Ontario	20	-	-
Palo Alto	-	-	-
Salinas	-	-	-
Santa Barbara	15.9	-	-
Santa Cruz	-	-	-
Santa Monica	90.8	8,000,000	6,000,000
Visalia	-	-	-

** Shaking Intensity expressed as a percentage of gravity (%G) as reported by the USGS.*

Sample Events

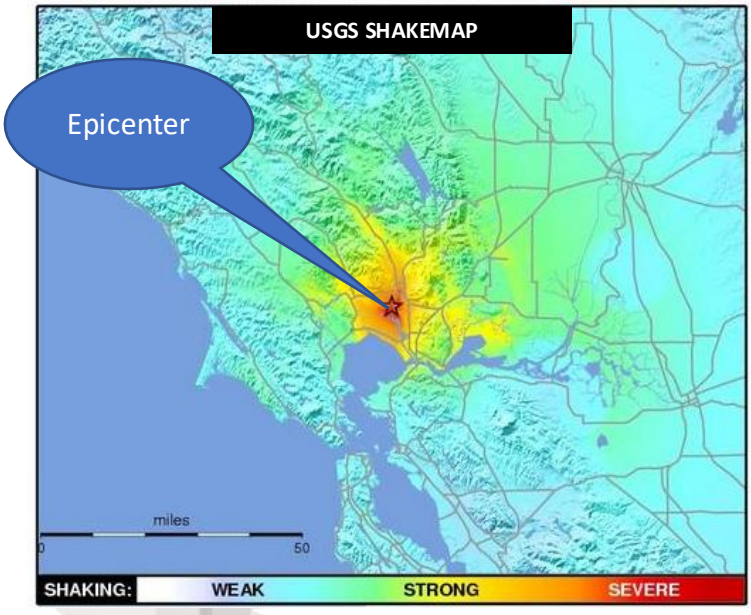
Loma Prieta Earthquake (M6.9) 1989



City	Shaking Intensity	Payout Base Option	Payout Light Option
Anaheim	-	-	-
Bakersfield	-	-	-
Burbank	-	-	-
Modesto	15.6	-	-
Monterey	17.6	-	-
Mountain View	57.8	2,000,000	1,000,000
Ontario	-	-	-
Palo Alto	57.2	2,000,000	1,000,000
Salinas	33	-	-
Santa Barbara	-	-	-
Santa Cruz	89.2	7,000,000	5,000,000
Santa Monica	-	-	-
Visalia	-	-	-

** Shaking Intensity expressed as a percentage of gravity (%G) as reported by the USGS.*

Sample Events



Napa Earthquake (M6.0) 2014

Hypothetical Member: City of Napa
Trigger Location: 38.2966, -122.2895

Shaking Intensity at Trigger Location:
95.5%G

Parametric Payout:
Base Option: $9,000,000
Light Option: $7,000,000

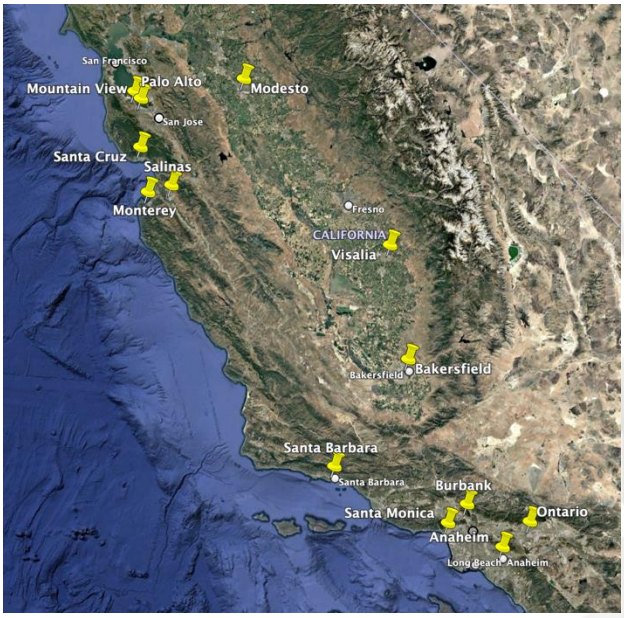
** Shaking Intensity expressed as a percentage of gravity (%G) as reported by the USGS.*

Appendix

Trigger Locations

Trigger Locations: each city center

City	Trigger Location Latitude	Trigger Location Longitude
Anaheim	33.8349	-117.9126
Bakersfield	35.3736	-119.0205
Burbank	34.182	-118.3081
Modesto	37.641	-121.0001
Monterey	36.5972	-121.8977
Mountain View	37.3896	-122.0819
Ontario	34.0651	-117.648
Palo Alto	37.4444	-122.1599
Salinas	36.6748	-121.6577
Santa Barbara	34.4204	-119.6987
Santa Cruz	36.9743	-122.0296
Santa Monica	34.0112	-118.4902
Visalia	36.3287	-119.2992



Pricing and capacity indicative and not guaranteed until firm order and confirmation

K2 PARAMETRIC INSURANCE SERVICES

How is shake intensity measured?

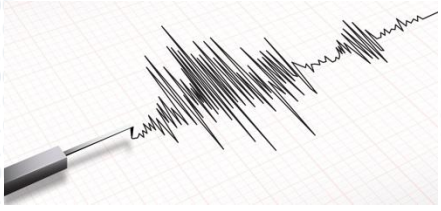
The United States Geological Survey (USGS) will pull data from dozens of seismic stations and calculate shaking intensity for 100's of Lat / Long points in the affected area. This is called a Shakemap

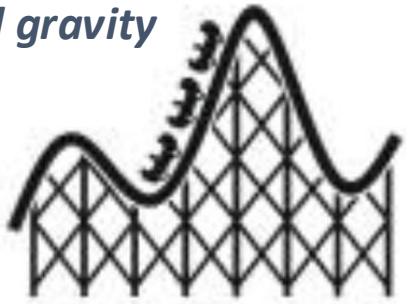
45% of Gravity (0.45G)

100% of Gravity (1.0G)

150%+ of Gravity (1.0G)

Shaking intensity Is expressed in terms of percent of normal gravity or "G-Forces"





CSRMA
Policy & Procedure
Memorandum #1-P

Effective: January 18, 2017

Subject: Allocation of Loss Limits

Issue:

This policy and procedure addresses the settlement of claims through the Property Insurance Program in the event that more than one member agency is involved in an occurrence which triggers the loss limit.

Discussion:

The Property Insurance Program includes certain maximum amounts that the insurer is liable to pay in the event of losses. These are known as "Loss Limits." These limits are shared by all members of the Property Insurance Program. In addition to a per occurrence loss limit, some of the coverages offered include an aggregate limit per policy period. For example, available limits could be exhausted in the following situations:

- A single agency has a loss in excess of the aggregate
- More than one agency is involved in the same loss event resulting in total payable claims in excess of the aggregate
- A series of unassociated loss events during the policy term involve more than one agency resulting in total payable claims in excess of the aggregate

Policy:

The following Loss Limit Sharing Formula (LLSF) shall govern recoveries by member agencies from the property insurer in any case when the total payable claims of affected member agencies exceed either a per occurrence loss limit or an annual aggregate loss limit specified in the policy such that, in either case, the insurance coverage available is insufficient to pay all payable claims of affected member agencies.

$$\frac{\text{Member's T.I.V.}}{\text{Total of affected members' T.I.V.}} \times \text{Available Limits} = \text{Amount Covered}$$

(T.I.V. refers to total insurable value, meaning limits carried by the member agencies)

In any event where it appears that LLSF may require proration of member agencies' claims, the Executive Board shall be, and is, empowered to instruct the insurer concerning the manner in which claims of affected member agencies shall be paid so as to achieve the objectives required by this Policy. However, in exercising this power, the Executive Board shall give due consideration to the needs of affected member agencies for expeditious administration and prompt payment of their claims, and payment of proper claims shall not be unduly delayed because of the application of this Policy & Procedure.

If in any case, a member agency should receive payments for its claim or claims which exceed, in the aggregate, the amount to which the member agency is entitled un-der the LLSF, the member agency shall promptly refund the excess funds to CSRMA for redis-tribution in accordance with this Policy.

CSURMA **POLICY AND PROCEDURE NO. 26**

ADOPTED: March 9, 2017; January 7, 2018

EFFECTIVE: March 9, 2017

SUBJECT: Allocation of Property Program Loss Limits and Deductibles

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Should there be any discrepancy between this policy and procedure and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT or BYLAWS shall govern.

PURPOSE:

This policy and procedure addresses the settlement of claims through the CSURMA Property Coverage Program in the event more than one MEMBER (Campus or AUXILIARY ORGANIZATION MEMBER) is involved in an occurrence (aka: loss event) which triggers the "Loss Limits".

The CSURMA Property Program includes certain maximum amounts that the excess insurer / reinsurer is liable to pay for covered losses; these maximum amounts are known as "Loss Limits." The "Loss Limits" are shared by all MEMBERS of the CSURMA Property Coverage Program. For example, available "Loss Limits" could be exhausted in the following situations:

- A single MEMBER has a loss in excess of the "Loss Limits".
- More than one MEMBER are involved in the same loss event resulting in total payable claims in excess of the "Loss Limits".
- A series of unassociated loss events during the policy term involve more than one MEMBER resulting in total payable claims in excess of the "Loss Limits".

POLICY:

In the event the Property coverage "Loss Limits" involve more than one MEMBER, the EXECUTIVE COMMITTEE shall determine the allocation of the "Loss Limits" upon the recommendation of CSURMA's Treasurer and its Secretary-Auditor, whose recommendation may include consideration of the following:

1. The aggregate "Loss Limits" available for the loss event;
2. The Total Loss incurred by each MEMBER involved in the loss event;
3. The Aggregate Loss of all MEMBERS involved in the loss event;
4. The Total Insurable Value (TIV) of Damaged Locations Only of each member involved in the loss event;
5. The Aggregate TIV of Damaged Locations Only of all members involved in the loss event;
6. The TIV for All Covered Locations of each member involved in the loss event;
7. The Aggregate TIV for All Covered Locations of all members involved in the loss event;

8. Any other factor or factors that CSURMA's Treasurer, Secretary-Auditor and EXECUTIVE COMMITTEE may consider to be pertinent in its determination of what it considers to be a fair allocation of the "Loss Limits".

In any loss event where it appears the "Loss Limits" may require allocation among two or more MEMBERS, the EXECUTIVE COMMITTEE shall be, and is, empowered to instruct the excess insurer / reinsurer concerning the manner in which claims of affected MEMBERs shall be paid so as to achieve the objectives required by this policy and procedure. However, in exercising this power, the EXECUTIVE COMMITTEE shall give due consideration to the needs of affected MEMBERS for expeditious administration and prompt payment of their claims, and payment of proper claims shall not be unduly delayed because of the application of this policy and procedure. If in any case, a MEMBER should receive payment(s) for claim or claims which exceed, in the aggregate, the amount to which the MEMBER is entitled, the MEMBER shall promptly refund the excess funds to CSURMA for redistribution in accordance with this policy and procedure.

DEFINITIONS:

"Auxiliary Organization" shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University Chancellor's Office.

"Executive Committee" shall mean the Executive Committee of the CSURMA Board of Directors.

"Loss Limits" shall mean the maximum amount the excess insurer / reinsurer is liable to pay for covered losses; the aggregate amount of insurance payable under the CSURMA Property Coverage Program for damages to real and personal property covered by the program.

"Member" shall mean the signatory to the CSURMA Joint Powers Authority.

"TIV" refers to total insurable value, meaning property values reported by the MEMBER to CSURMA and included on the CSURMA Property Coverage Program property schedule.

"Deductibles" shall mean the maximum amount the MEMBER is liable to pay for covered losses. In the event two or more buildings are damaged by the same loss (or occurrence), and a different deductible applies to the buildings (i.e., at least one building is covered by Campus 99 at a lower deductible), the applicable deductible shall apply to each building as if a separate policy was issued to each, and the aggregate deductible for all buildings damaged by the same occurrence shall be the largest single deductible that is applicable to the loss.

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Belinda Negrete Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **A RESOLUTION APPROVING FIRE DEPARTMENT CLASSIFICATIONS BE ADDED TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM**

RECOMMENDATION: That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies.

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: There is not a direct fiscal impact associated with this action. Approval of the proposed Resolution will ensure the City's Fire Department recovers the maximum amount of reimbursable costs when assigned to emergency incidents through the mutual aid system.

BACKGROUND & ANALYSIS: The intent of the California Fire Assistance Agreement (CFAA) is to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting the State of California and Federal Agencies. In 2015, it was established that, to be reimbursed from time of initial dispatch from their home base to the time of return to home base (portal-to-portal), a MOU/MOA, governing body Resolution or equivalent document must be on file with the Office of Emergency Services (Cal OES). Without this agreement, reimbursement would be for actual hours worked while on the incident.

Previously adopted Resolutions approved the following classifications as eligible for portal-to-portal reimbursement and to respond to out-of-jurisdiction incidents. In 2015, Resolution No. 2015-039 approved the positions of Fire Chief, Senior Deputy Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter and Nurse Administrator. In 2022, Resolution No. 2022-011 added the classifications of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher and Fire Dispatcher. In 2024, Resolution No. 2024-063 added the classifications of Administrative Officer, Senior Management Analyst, Management Analyst, Emergency Medical Services ("EMS") Director, and EMS Nurse.

The Fire Department is requesting to add the following classifications to be eligible for portal-to-portal reimbursement and to respond to out-of-jurisdiction incidents in various administrative and support roles: Chief Deputy, Senior Administrative Assistant, Administrative Assistant, Administrative Technician, Community Information Specialist, Community Information Supervisor, Emergency Management Coordinator, and Senior Public Safety Business Analyst.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS the City of Ontario ("City") Fire Department is a public agency providing fire protection services located in the County of San Bernardino, State of California; and

WHEREAS, the City desires to provide for fair and legal payment to all employees for time worked; and

WHEREAS, the City adopted Resolution No. 2015-039 which specified the positions of Fire Chief, Senior Deputy Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, and Nurse Administrator as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City adopted Resolution No. 2022-011 which added the positions of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher, and Fire Dispatcher as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City adopted Resolution No. 2024-063 which added the positions of Administrative Officer, Senior Management Analyst, Management Analyst, Emergency Medical Services ("EMS") Director, and EMS Nurse as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City has in its employ, the following emergency response personnel: Chief Deputy, Senior Administrative Assistant, Administrative Assistant, Administrative Technician, Community Information Specialist, Community Information Supervisor, Emergency Management Coordinator, and Senior Public Safety Business Analyst; and

WHEREAS, the City will compensate its employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an

emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City will compensate its employees' overtime, in accordance with their current Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, be it resolved by the Ontario City Council that the following shall become effective immediately upon adoption:

1. Personnel shall be compensated according to the MOU, Personnel Rules and Regulations, and/or other policy directive that identifies personnel compensation in the workplace.

2. For clarification, in the event where the MOU, Personnel Rules and Regulations, and/or other directive does not specify, personnel will be compensated (portal-to-portal) beginning at the time of dispatch to the return to home base when equipment and personnel are in service and available for agency response.

3. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive, or similar document will be used to compensate such personnel.

4. The City's Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

5. City's Fire Department response personnel include: Chief Deputy, Senior Administrative Assistant, Administrative Assistant, Administrative Technician, Community Information Specialist, Community Information Supervisor, Emergency Management Coordinator, and Senior Public Safety Business Analyst.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT WITH SAFE SOFTWARE, INC., FOR THE CITY'S GEOGRAPHIC INFORMATION SYSTEM INTEGRATION PROCESSES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Software License Agreement with Safe Software, Inc., of Surrey, British Columbia, Canada, for the City's Geographic Information System (GIS) integration processes, increasing the authorized contract amount by $190,000, for a total contract not-to-exceed amount of $270,000 and extend the term for five years.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Information Technology Fund for software licensing with Safe Software, Inc. The proposed Amendment No. 1 to the Software License Agreement increases the contract amount by $190,000 which includes $30,000 for FY25/26, $35,000 for FY26/27, $40,000 for FY27/28, $40,000 for FY28/29 and $45,000 for FY29/30 for a five-year term and contract not-to-exceed amount of $270,000. The Fixed billing rates specified in the current Agreement will determine the amount charged for services and reflect the actual services provided. If approved, appropriations will be included in the future years' budgets consistent with the annual adoption process presented to City Council.

BACKGROUND & ANALYSIS: The City has been leveraging the power of Safe Software's Feature Manipulation Engine (FME) to streamline its data management processes since October 2022. FME is a cutting-edge data integration tool that allows users to design, automate, and maintain data transfer procedures easily. The ability to efficiently extract, load, and manipulate data is critical in an increasingly data-driven world. With FME, the City has successfully addressed these challenges, particularly in managing and transferring GIS data.

The FME product offers an intuitive interface and a powerful set of features that enable the seamless integration of disparate systems. Whether it's automating the data flow between databases, transforming data formats, or ensuring that essential information is always up-to-date, FME has proven itself to be an indispensable tool for the City. FME's flexibility and scalability also

ensure that it can grow with the City's evolving data needs.

Not only has FME enabled the City to reduce manual processes, but it has also enhanced operational efficiency by automating many critical data transfer and manipulation tasks. This has allowed the City departments to focus more on their core operations, knowing that the data systems work in the background without requiring constant intervention. Staff request City Council approval for a not-to-exceed contract amount of $270,000 and an additional five-year term ending November 2030.

Safe Software
Suite 1200, 9639 137a Street
Surrey, BC, CANADA V3T 0M1

FME Subscription Order Form
Amendment # 1

Customer Name: City of Ontario
Address: 303 East B Street, Ontario, California 91764, United States

Subscription Type: Local Government Subscription
Original Contract #: 2022-2787
Amendment #: 1
Amendment Date: November 16, 2025

The parties wish to amend the original Subscription as follows:

1. The Population Tier in section 3 of the Addendum to the FME Software License Agreement is deleted and replaced with: 150,000 – 249,999

2. The following Term(s) are added to the Subscription:

Term Start Date	Annual Price
November 16, 2025	$30,000.00
November 16, 2026	$35,000.00
November 16, 2027	$40,000.00
November 16, 2028	$40,000.00
November 16, 2029	$45,000.00

3. Safe Software's FME products have been rebranded. All references to "FME Desktop" will now mean "FME Form". All references to "FME Server" will now mean "FME Flow".

4. Except as expressly amended herein, all other terms and conditions of the original Subscription and any prior signed amendments remain unchanged and in full force and effect.

5. This amendment is entered into between Safe Software and Customer and may be executed and delivered electronically. The undersigned represent that they are authorized to sign on behalf of and bind their respective party.

City of Ontario:

Signature: _____

Name: _____

Title: _____

Date: _____

Safe Software Inc.:

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR REMOTE ACCELA SUPPORT WITH TRUEPOINT SOLUTIONS, LLC**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with TruePoint Solutions, LLC., of Loomis, California, for ongoing service and support for the Accela Civic Platform increasing the authorized contract amount by $300,000 for a total contract not-to-exceed amount of $950,000 and extend the term for three years, with an additional two optional years.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Information Technology Fund for Professional Services. The proposed Amendment No. 4 to the Professional Services Agreement increases the authorized contract by $300,000 for a not-to-exceed contract amount of $950,000 and extends the Agreement to an additional three-year term and an optional two-year term. The fixed billing rates specified in the current Agreement will determine the amount charged for services and reflect the actual services provided. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: The City first contracted with TruePoint Solutions, LLC, in 2009 to support the implementation of Accela, the City's Land Management System. This partnership was key in integrating Accela into the City's operations, enabling the efficient management of land use processes such as planning, permitting, and inspections. The Accela platform provided a centralized solution, streamlining the City's permit application and review workflow and improving overall service delivery.

The City signed a one-year Professional Services Agreement with TruePoint Solutions, LLC, in 2019 to enhance and support the Accela system. As the City's operational needs expanded, TruePoint Solutions, LLC was re-engaged to provide ongoing specialized expertise. To further ensure the system met the City's evolving needs, the Professional Services Agreement was amended with Amendments 1, 2, and 3, extending the support Agreement through 2023 and 2025, respectively. These Amendments included increases to the not-to-exceed amounts of $400,000 in 2023 and

$650,000 in 2025.

TruePoint Solutions continues to provide specialized expertise and excellent support for Accela on an as-needed basis. Moreover, support from TruePoint Solutions allows the City to automate processes, improve self-service options for residents and developers, and ensure the timely implementation of changes to the City's land management Ordinances in the land management system.

Staff is requesting City Council approval for a five-year extension of the Agreement with a not-to-exceed amount of $950,000. This extension will ensure the City continues to receive the necessary support to keep the Accela system running smoothly and meeting the community's needs.

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. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRUEPOINT SOLUTIONS, LLC

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and TruePoint Solutions, a Limited Liability Corporation (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated March 1, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the not-to-exceed compensation amount and extend the terms. The Parties have heretofore entered into Amendment No. 1 dated November 30, 2019, Amendment No. 2 dated May 28, 2020, and Amendment No. 3 dated May 16, 2023.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 2.b, and Section 5 of the Agreement.

3. Terms.

3.1 Amendment. Section 2.b Compensation of the Agreement is hereby amended in its entirety to read as follows:

"In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $950,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly basis."

Section 5. Time of Performance of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall perform its Services in a prompt and timely manner as set forth in the SOW and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed). Consultant shall complete the service required hereunder by June 30th, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, as its sole direction, to renew the Agreement automatically to no more than two additional one-year terms."

Exhibit "A" is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4, From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TUREPOINT SOLUTIONS, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

TRUEPOINT SOLUTIONS, LLC

By:_____

Its:_____

Printed Name: Kent Johnson

ATTACHMENT A

On-Call Service and Support – Additional Funding

3/25/2025

Table of Contents

I. Vendor Background & Qualifications 3
TruePoint Company History 3
II. TruePoint Staff 4
III. Project Scope 5
Project Understanding 5
Proposed Services 5
Services Costs 5

I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 16+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Current implementation projects which TruePoint is involved include:

Civic Platform Projects/Clients

Cities	Cities	Counties	Counties
Albany, OR	Oklahoma City, OK	Adams County, CO	San Mateo County, CA
Alameda, CA	Omaha, NE	Arapahoe County, CO	Santa Barbara County, CA
Atlanta, GA	Ontario, CA	Bexar County, TX	Santa Clara County, CA
Asheville, NC	Pleasant Hill, CA	Boulder County, CO	Solano County, CA
Benecia, CA	Reno, NV	Buncombe County, NC	Stanislaus County, CA
Aurora, CO	Rochester, MN	Clackamas County, OR	Weld County, CO
Berkeley, CA	Palo Alto, CA	Carroll County, MD	Washoe County, NV
Boise, ID	Peoria, AZ	Cobb County, GA	Yakima County, WA
Ceres, CA	Pleasanton, CA	Contra Costa County, CA	
Clearwater, FL	Ridgefield, WA	Douglas County, NV	
Cleveland, OH	Roseville, CA	Guilford County, NC	
Colorado Springs, CO	Sacramento, CA	Gwinnett County, GA	**Other State Agencies**
Concord, CA	Salt Lake City, UT	Hillsborough County, FL	Boston Public Health Commission
Corvallis, OR	San Antonio, TX	Jackson County, OR	CA, Dept. of Water Resources
El Paso, TX	Santa Clara, CA	King County, WA	CA - OSHPD
Fort Collins, CO	Santa Monica, CA	Lake County, CA	State of Massachusetts
Fremont, CA	Spokane, WA	Leon County, FL	State of Nevada, Taxicab Auth
Grand Rapids, MI	Seattle, WA	Maricopa County, AZ	State of New York
Grass Valley, CA	Stockton, CA	Marion County, IN	TRPA-Tahoe Regional Pln. Auth.
	Sunnyvale, CA	Martin County, FL	CA State Lands Commission
Indianapolis, IN	Tacoma, WA	Monterey County, CA	City & County of Denver
Lincoln, NE	Tigard, OR	Multnomah County, OR	City & County of San Francisco
Livermore, CA	Torrance, CA	Napa County, CA	University of Minnesota
Madison, WI	Virginia Beach, VA	Nevada County, CA	
Martinez, CA	Visalia, CA	Olmstead County, MN	**Towns and Villages**
Maryland Heights, MO	Walnut Creek, CA	Osceola County, FL	Elk Grove Village, IL
McAllen, TX	Watertown, WI	Pasco County, FL	Los Gatos, CA
Menlo Park, CA	West Sacramento, CA	Placer County, CA	Paradise, CA
Menlo Park Fire, CA	Westminster, CO	Pinal County, AZ	Queen Creek, AZ
Meridian, ID	Whistler, BC	Pima County, AZ	Town of Sahuarita AZ
Missoula, MT	Yorba Linda, CA	Sacramento County, CA	
Moreno Valley, CA	Yuba City, CA	San Benito, CA	
New York City, NY		San Diego County, CA	

Legend	
TruePoint Accela Automation Projects/Clients	
●	Accela Legacy Upgrade - Tidemark
●	Accela Legacy Upgrade - Permits Plus
●	Hansen Upgrades
●	Accela Legacy Upgrade - Kiva

II. TruePoint Staff

This Project represents an important technology undertaking for the City. TruePoint will assign talented staff that has in-depth knowledge of your current implementation. Below is a summary of team members and Accela experience.

TruePoint Solutions Services Team

			Proj. Mgmt.		Implementation											Technical																
					Ad Imp. Methodology											Reporting			Scripting				Interfaces					Data Conv.			
					Business Analysis				Configuration							Oracle/MS SQL							Web Services					Oracle/API, SQL			
Consultant	Primary Role	Public Sector	Sr. Proj. Manager	Proj. Manager	Land Management	Business License	Asset Management	Citizen Access	Accela Automation	Citizen Access	Mobile Office	Accela GIS	Accela IVR	EDR	Ad hoc	Crystal Reports	SSRS	Master Scripts	ACA PageFlow	Batch / Set	Expressions	EMSE API	GovXML	Financial / Cashier	XAPO / Contact	ePayment	EDMS	API Conversion	Licensed Prof.	History Conv.	Document Conv.
Keith Hobday	Implementation Consultant	30 yrs.		●	●	●	●	●	●	●	●			●	●			●	●	●	●				●						
Terry Dunn	Implementation Consultant	20 yrs.		●	●	●		●	●	●	●				●			●	●	●	●										
Gary Prohasco	Implementation Consultant	23 yrs.	●		●	●	●	●	●	●	●	●		●	●			●	●	●	●										
David Brown	Implementation Consultant	17 yrs.		●	●	●		●	●	●	●			●	●			●	●		●										
Thomas Herwick	Technical Consultant	21 yrs.			●			●	●	●	●				●	●	●	●	●		●							●	●	●	●
Joe Cipriano	Technical Consultant	22 yrs.														●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Richard Holland	Technical Consultant	12 yrs.														●	●								●			●	●	●	
Michele Nicore	Implementation Consultant	12 yrs.		●	●			●	●	●	●				●			●	●		●				●						
McKenzie Helvick	Implementation Consultant	12yrs.			●	●		●	●	●	●			●	●			●	●	●	●										
Jay Lum	Technical Consultant	19 yrs.					●								●	●	●														
David Boucher	Implementation Consultant	12 yrs.		●	●	●		●	●	●	●			●	●	●	●	●	●		●										
Deborah Herman	Implementation Consultant	22 yrs.		●	●			●	●	●	●				●	●	●	●	●		●										
Johnny Gonti	Implementation Consultant	14 yrs.			●			●	●																						
Erin Griffith	Technical Consultant	14 yrs.													●	●	●														
Jackie Ramirez	Implementation Consultant	10 yrs.		●	●	●		●	●	●	●				●			●	●		●							●			
Tyler Suarez	Implementation Consultant	5 yrs.			●			●	●	●					●								●	●							
Ray Irbag	Implementation Consultant	26 yrs.		●	●	●		●	●	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
Erica Rodriguez	Implementation Consultant	14 yrs.			●			●	●	●					●								●	●							
Nick Graf	Implementation Consultant	10 yrs.		●	●	●		●	●	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
Greg Lacey	Implementation Consultant	5 yrs.			●		●	●	●	●					●								●	●							
Michael Becker	Implementation Consultant	5 yrs.			●	●		●	●	●	●				●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Melissa Bosquin	Implementation Consultant	26 yrs.	●		●	●	●	●	●	●	●	●		●	●			●	●	●	●										
Alex Charlton	Implementation Consultant	5 yrs.		●	●	●		●	●	●	●				●			●	●		●										
Cristina Cannon	Implementation Consultant	3 yrs.		●	●	●		●	●	●	●				●			●	●		●										

Keith Hobday will be the main point of contact for this engagement and ultimately responsible for all members of the TruePoint team.

III. Project Scope

Project Understanding

TruePoint Solutions appreciates the opportunity to work with the City to enhance the utilization of your Accela Civic Platform products and support the day to day needs of your end users. The Accela Civic Platform is very feature rich and can be continually enhanced to better support your business needs. As we support your needs, we will also focus on knowledge transfer of the Accela Civic Platform features.

Proposed Services

As Needed Expert Support and General Maintenance

This service will provide day-to-day as need or on call support above and beyond what is provided by Accela CRC. It will also provide a budget to continually enhance and expand the County's Accela configuration.

- Training as need on any aspect of Accela. Training can be done on-site or remote
- Advise on how to most efficiently configure the Accela Civic Platform based on experience we have gained from over 100 customers
- Misc. Configuration changes as requested
- Scripting for business process automation
- Fee configuration and enhancements
- Report Development and Support using Ad-Hoc or Crystal
- ACA support and enhancements
- Provide ability to convert your current default ACA site to a responsive look that work for all on different form factors including phones.
- Accela Mobile support
- Accela GIS support
- Day-to-day phone support and issue resolution
- Electronic Plan Review

Project Duration

The term of this SOW is for three years and will expire on 6/30/2028 with an optional two years where TruePoint must be notified by 4/1/2028 of the extension. Hourly rate will be fixed for duration of contract term.

Services Costs

Tasks	Hours	Rate	Total	Comment
As Needed Support	1,538	$195.00	$299,910.00	
Travel Budget			$0.00	Travel is not required
Total			**$299,910.00**	

Services will be billed monthly on a T&M hourly basis as work is requested by the County.

SIGNATURE

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted City of Ontario, CA	Accepted TruePoint Solutions
By:	By:
Print Name:	Print Name: Brian Weber
Title:	Title: CRO
Date:	Date:

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Edmelynne V Hutter Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **A PLANNED UNIT DEVELOPMENT (FILE NO. PUD24-002) FOR A DEVELOPMENT PLAN TO CONSTRUCT 144-UNIT MULTIPLE-FAMILY RESIDENTIAL APARTMENT COMPLEX**

RECOMMENDATION: That the City Council adopt an Ordinance approving a Planned Unit Development, File No. PUD24-002, establishing development standards and guidelines to facilitate the development of a 144-unit residential apartment project.

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

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

BACKGROUND & ANALYSIS: On April 15, 2025, the City Council introduced and waived further reading of an Ordinance Approving the Planned Unit Development. The Ontario Plan 2050 (TOP 2050) and associated Environmental Impact Report analyzed and established guidelines for development of the Project site, which is within the Mixed Use - Holt Boulevard Land Use designation, and that approval of a Planned Unit Development (PUD) is required for new developments.

On November 14, 2022, the Ontario Housing Authority and Applicant, National CORE, entered into an Exclusive Negotiating Agreement regarding the potential development of an affordable housing development known as Vista Verde II, a multiple-family apartment complex. In continuation of the process, on December 17, 2024, the City Council approved a Disposition and Development Agreement (DDA) and Grant Agreements with the Applicant to facilitate the development of the subject affordable housing development.

On December 13, 2024, the Applicant submitted applications for a Planned Unit Development (File No. PUD24-002) to establish development standards and regulations for the Holt + Allyn Planned Unit Development area and Development Plan (File No. PDEV24-028) to facilitate the construction of 144-unit multiple-family affordable housing development.

On February 25, 2025, the Planning Commission adopted a Resolution recommending the City Council approve the Planned Unit Development. The Planning Commission backup is attached to this report.

The Project site is 5.73 acres and located near the northeast corner of East Holt Boulevard and Allyn Avenue, within the MU-6 (East Holt Mixed Use) zoning district and currently vacant. The Project site is surrounded by residential uses, commercial uses, and vacant land. The Project site is also located along the SBCTA West Valley Connector route on Holt Boulevard.

The Holt + Allyn Planned Unit Development (PUD) will facilitate the future construction of the 144-unit affordable housing development. Consistent with TOP 2050, the PUD allows for a residential density range of 14.0 to 40.0 du/ac, and the related Development Plan proposes a 4-story apartment community with a density of 25.1 du/ac. The proposed PUD also includes reduced parking ratio requirements that reflect the needs of households that are anticipated to reside there. In addition, the Applicant states that vehicle parking will be actively managed and monitored as part of its property management operations.

Overall, the proposed PUD will establish development standards and design guidelines that promote projects that are consistent with TOP 2050, establish a sense of place and identity along the Holt Boulevard Corridor, and achieve high-density residential developments while maintaining high quality design and construction.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: 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 finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is one of the properties listed in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report. The Housing Element Sites Inventory designates the site for 108 units in the very low/low-income category; however, the proposed Project includes 144 units in the very low/low-income category, exceeding the originally anticipated number. The Housing Element Sites Inventory will be amended to reflect this change.

ENVIRONMENTAL REVIEW: The Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15183 (Projects Consistent with a Community Plan or Zoning) of the CEQA Guidelines. The Project qualifies for an exemption because the following findings can be made:

1. The Project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified.
2. There are no Project specific effects which are peculiar to the Project or its site, and which the

TOP 2050 Supplemental EIR failed to analyze as significant effects.

3. There are no potentially significant off-site and/or cumulative impacts which the TOP 2050 Supplemental EIR failed to evaluate.
4. There is no substantial new information which results in more severe impacts than anticipated by the TOP 2050 Supplemental EIR.
5. The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR.

PLANNING COMMISSION AGENDA REPORT

February 25, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NOS: PUD24-002 & PDEV24-028

SUBJECT: A public hearing to consider a Planned Unit Development to create development standards and design guidelines, and a Development Plan, to facilitate the construction of 144-unit Multiple-family Residential Apartment Complex on approximately 5.73 acres of land located at the Northeast Corner of East Holt Boulevard and Allyn Avenue within the MU-6 (East Holt Boulevard Mixed Use) zoning district. **Submitted by National CORE. City Council action is required for PUD24-002.**

PROPERTY OWNER: Ontario Housing Authority

RECOMMENDED ACTION: That the Planning Commission consider and adopt a Resolution recommending the City Council approve a Planned Unit Development, File No. PUD24-002, and consider and adopt a Resolution approving a Development Plan, File No. PDEV24-028, pursuant to the facts and reasons contained in the staff report and attached Resolutions, and subject to the conditions of approval appended to the attached Resolutions as Attachment A.

BACKGROUND: On January 27, 2010, the Ontario City Council certified The Ontario Plan Environmental Impact Report in conjunction with File No. PGPA06-001 (City Council Resolution No. 2010-006), and on August 16, 2022, the Ontario City Council certified The Ontario Plan 2050 Update Supplemental Environmental Impact Report in conjunction with File No. PGPA20-002 (City Council Resolution No. 2022-129). The Ontario Plan and associated Environmental Impact Report analyzed the Project site and established guidelines for development, including but not limited to, general land use (Mixed Use; 14.0 du/ac to 40.0 du/ac and maximum FAR (2.0 FAR for office, 1.0 FAR for retail)).

The TOP 2050 Policy Plan specifies that the Mixed Use – Holt Boulevard area is to be implemented through the approval of a Planned Unit Development (PUD) prior to the development of properties within the area.

On November 14, 2022, the Ontario Housing Authority and Applicant entered into an Exclusive Negotiating Agreement regarding the potential development of an affordable housing development known as Vista Verde II, a multiple-family apartment complex with associated improvements and amenities. In continuation of the process, on December 17, 2024, the City Council approved a Disposition and Development Agreement (DDA)

Case Planner:	Edmelynne V. Hutter
Planning Director Approval:	
Submittal Date:	12/13/2024

Hearing Body	*Date*	*Decision*	*Action*
DAB	2/19/2025	Approval	Recommend
PC	2/25/2025		Final/ Recommend
CC	4/15/2025		1st Reading

with the Applicant to facilitate the development of the subject affordable housing development.

On December 13, 2024, in association with the DDA, the Applicant submitted applications for a Planned Unit Development (File No. PUD24-002) to establish development standards and regulations for the Holt + Allyn Planned Unit Development area and Development Plan (File No. PDEV24-028) to facilitate the development of the proposed 144-unit multiple-family affordable housing development.

On February 19, 2025, the Development Advisory Board conducted a public hearing regarding File No. PDEV24-028 and adopted a Decision recommending the Planning Commission approve the Development Plan.

PROJECT SETTING: The Project site consists of 5.73 acres of land located near the northeast corner of East Holt Boulevard and Allyn Avenue, approximately 140 feet east of the intersection, within the MU-6 (East Holt Mixed Use) zoning district, which is depicted in Exhibit A: Project Location Map. The Project site encompasses five vacant parcels located at 905, 935, 947 and 957 East Holt Blvd. The parcels were previously developed with commercial and residential uses.

The Project site is surrounded by residential uses, commercial uses, and vacant land. The Project site is also located along the SBCTA West Valley Connector route on Holt Boulevard, the improvements of which are under construction (see Exhibit G: Site Photos). The existing surrounding land uses, zoning, and Policy Plan (general plan) and specific plan land use designations are summarized in Table 1: Surrounding Zoning & Land Uses.

PROJECT ANALYSIS:

(1) Planned Unit Development (File No. PUD24-002)

The Applicant is proposing the Holt + Allyn Planned Unit Development (PUD) to facilitate the construction of the 144-unit affordable housing development. The purpose and objective of the PUD is to establish development and design guidelines that would promote development projects that are consistent with TOP 2050, establish a sense of place and identity along the Holt Boulevard Corridor, provide a connection between the Downtown Mixed-Use area and the Ontario Airport Metro Center, achieve high-density residential developments while maintaining high quality design and construction, and encourage clustering of structurers to preserve the maximum amount of continuous open space.

A PUD is comparable to a Specific Plan in that it sets development regulations that are unique to a specific area. On the other hand, it is unlike a Specific Plan in that a PUD is typically intended to apply to a single development project or several interrelated projects that would function as a single, comprehensive project.

(a) Land Use and Development Regulations — Consistent with the requirements of the MU-6 (East Holt Mixed Use) zoning district, the Holt + Allyn PUD allows for residential uses at a density of 14.0 to 40.0 du/ac. Non-residential uses are generally allowed within the MU-6 (East Holt Mixed Use) zoning district. However, this particular PUD area primarily anticipates residential uses, as an affordable housing development, and that any nonresidential uses would be ancillary and supportive in nature to the residential use.

In alignment with development standards and existing and future development in the area, the maximum building height allowed in the PUD is 50 feet. The building setback requirements are 0 FT from Holt Boulevard, 5 Ft from interior property lines, and 10 FT between parking spaces and living areas. Building-to-building separation requirements are a minimum 15 FT. These proposed standards are compatible with the TOP 2050 vision for the Mixed Use – Holt Boulevard area as a corridor and connection to other parts of the City.

(b) Architectural Character — As all sides of buildings will be visible from the public street, common access drives, common parking areas or adjacent parcels, the PUD requires that the architectural treatments be carried around to all sides of the buildings, providing full 360-degree architecture. Furthermore, all towers and raised elements will be finished on all sides to appear as three-dimensional features, and buildings will feature articulated walls with offsets of at least two feet in depth. In addition, the PUD promotes the use of enhanced materials, such as precast concrete or tile, for use as base treatments and to highlight architectural features.

(c) Landscaping and Drainage — A conceptual landscape plan is required to be submitted with the Development Plan application. Broad canopy shade trees are to be used to reduce heat gain on buildings, paving and parking areas. The PUD also requires the use of drought-tolerant plant materials and a water efficient irrigation system with weather-based controllers. Furthermore, landscape areas may incorporate vegetated swales for storm water infiltration and retention basins or dry wells as may be needed. Overall, projects within the PUD area are expected to provide landscaping designs that enhance the project aesthetics and outdoor experiences for residents, employees and visitors.

(d) Off-Street Parking and Circulation —

(i) Parking – The parking requirements within the PUD account for multiple factors including recent legislation, best practices in the region, affordable housing component, and proximity to transit. Parking requirements are summarized in Table 3: Parking Summary.

Previous studies of households within affordable housing developments have supported the conclusion that the parking needs in an affordable housing project are less than market-rate projects. In addition, existing projects within the City, including Vista Verde I,

were developed with reduced parking requirements and no concerns about parking supply have been identified.

(ii) Access – The PUD specifies that primary project access to the site will be provided at a central, gated vehicular access point from Holt Boulevard. A secondary driveway for emergency vehicle access will also be provided near the west boundary of the PUD/project area.

(iii) Circulation – The PUD provides for safe vehicular and pedestrian circulation throughout the project site by promoting separate pedestrian and vehicular paths and drives.

(iv) Access to Mass Transit – Existing bus stops are located on Holt Boulevard for Omnitrans Route 61, with nearby transfer stops for Routes 83, 87 and 380. Additionally, the future West Valley Connector Bus Rapid Transit (BRT) line which is currently under construction on Holt Boulevard, will provide additional transit options for the public.

(2) Development Plan (File No. PDEV24-028)

(a) Site Design/Building Layout — The Project site is irregular in shape and spans approximately 630 FT wide, along Holt Boulevard, and between 304 FT to 476 FT deep. The Project site comprises five parcels, which will require a subdivision or lot line adjustments to combine the parcels into one. The Project is designed with two four-story apartment buildings containing a total of 144 dwelling units. Each building will offer floor plans with 1, 2, and 3 bedrooms and 1 to 2 bathrooms. The 1-Bedroom units are 512 SF and 513 SF, the 2-Bedroom units are 750 SF and the 3-Bedroom units are 1,009 SF and 1,023 SF in area (see Table 4: Dwelling Unit Statistics). The overall density of the Project is 25.1 dwelling units/acre (du/ac), which complies with the TOP 2050 density range of 14.0 to 40.0 du/ac.

Building A, Building B, and the common open space amenities are located in the south portion of the Project site and parking lot areas are located in the north portion (see Exhibit C: Site Plan). The buildings are setback between 20 FT and 30 FT from Holt Boulevard. The parking lot comprises uncovered parking spaces, carports and landscaped areas. The Project's main entrance is located between Buildings A and B and will be gated. Another gated access point is located in the southwest corner of site and is designated for emergency ingress and egress.

Building A is located on the southwest section of the Project site and is configured in a U-shape, with the west, east and south sections of the building connected by open air walkways at each floor. Building A will have 91 dwelling units and will also include management offices, a mail room, bicycle parking, a laundry facility, recreation room computer lab, warming kitchen, and flexible activity room. The open central area of

Building A will have community amenities such as a swimming pool with lounge deck and shower facilities, outdoor gym, dog park, picnic tables, parking lot and landscape areas.

Building B is located in the southeast area and is L-shaped. Like Building A, the two sections of the building are connected by open air walkways at each floor. Building B is designed with 53 dwelling units. The open spaces on the east side of the building will provide a children's playground, teen space and BBQ area, parking lot and storm water detention basin.

(b) Site Access/Circulation — The Project site has multiple pedestrian and vehicular access points. The main vehicular access, which is 58 FT wide, is located on Holt Blvd. between Buildings A and B, approximately 500 FT east of the intersection of Holt Avenue and Bon View Avenue/Allyn Avenue. This entry will be gated and is designed with a 24 FT-wide ingress lane, 26 FT-wide egress lane, enhanced paving, and a median planter with a call box. The security gate is located approximately 100 FT from the front property line and the drive lanes have enough width for two vehicles each, which provides ample room for vehicle queueing.

Another gated vehicular access point is located at the southwest corner of the site and is intended for emergency vehicle ingress and egress.

The main interior circulation comprises of the entry drive located between Buildings A and B and the connecting east-west drive that also serves as a fire lane. This east-west drive provides connections to the parking lots and the emergency access lane to the west.

Pedestrian access is provided at multiple points along Holt Boulevard. Each building provides a main entry that is centrally located along the south elevations and are connected to the public sidewalk via walkways. These entries are designed with enhanced paving, seating and bicycle parking. In addition, secondary pedestrian paths are provided near the gated vehicular access points.

In addition, the Project's location on Holt Boulevard coincides with the West Valley Connector Bus Rapid Transit line currently being constructed by San Bernardino County Transportation Authority. This bus route is designed with dedicated bus lanes to offer faster transit service than previously provided. The Project location is situated between two stops for the West Valley Connector route. One bus stop is located west of the Project, at Campus Avenue and Holt Boulevard, which is 0.3 miles from the proposed Project. Another bus stop is located east, at Grove Avenue and Holt Boulevard, and is 0.4 miles from the Project. Both locations are walking distance and offer convenient and viable transportation options.

(c) Parking — The Project requires 222 vehicle parking spaces as specified in the proposed Holt + Allyn Planned Unit Development, and proposes 224 spaces, which exceeds the minimum parking required for the Project.

The Project will provide 130 covered parking spaces (i.e. carports with solar panels), and 94 uncovered spaces. Each apartment unit will have an assigned parking space and the unassigned spaces will be used for residential, visitor, and staff parking.

All parking spaces will be located behind gates and fencing and will not be readily visible from the Holt Boulevard. The off-street parking calculations for the Project are summarized in Table 3: Parking Summary.

The Project will also provide secure bicycle parking in each building, and outdoor bike racks among the common open space areas.

(d) Architecture — The Applicant has proposed an adaptive Mission-Spanish architectural style (see Exhibit E: Elevations). The adaptive component of the architectural design incorporates traditional Mission-Spanish design elements while accommodating the 4-story building massing and large street frontage.

- Arched thresholds;
- S-type clay roofing;
- Precast stone cornice and wall base;
- Decorative wrought iron details, railings, gates; and
- Decorative tile.

The south elevation of Buildings A and B are approximately 266 FT and 165 FT wide, respectively, and highly visible from Holt Boulevard. Given the high profile and visibility of the Project, the Applicant has designed these elevations to have visual interest through the use of architectural popouts and step backs, tower elements, arches, wrought iron detail, balconies, trellises, precast stone wall base and cornices, color blocking, and decorative tile. The proposed balcony design, which is also applied throughout the Project interior, incorporates several of these design elements, resulting in an architectural feature that breaks up the building mass and provides visual interest.

(e) Landscaping — The project proposes landscaping throughout the site, including the full length of the Holt Boulevard frontage, project perimeter, off-street parking areas, and throughout the stormwater retention areas (see Exhibit F: Landscape Plan). A variety of planting materials are proposed, including trees, shrubs, grasses, and groundcovers, as follows:

- Trees: Marina strawberry, Western redbud, California sycamore, and Coast live oak
- Shrubs: Powis castle artemisia, Yarrow, Bottle brush little john
- Grasses: Dear grass, Pine muhly, Reed grass
- Ground Covers: Chalk sticks, Alum root hybrid

(f) Open Space/Amenities — Each unit is designed with private open space, as a patio or balcony, and directly accessed from the apartment unit and are approximately 60 SF or larger.

The associated draft Holt + Allyn Planned Unit Development requires a minimum 15 percent of the total lot area be designed for common open space, which calculates to 37,440 SF. Overall, the Project provides about 46,045 SF of common open space, or 18 percent of the total lot area.

As proposed, the Development Plan offers a variety of common open space areas designed for a range of households and ages. The proposed 5,965 SF pool area at Building A will offer showers, lounge chairs, tables and chairs, benches, and a BBQ grill. The surrounding area will also include a 1,324 SF outdoor gym and 910 SF fenced pet area. In addition, the passive open space area, which includes landscaping and walkways, provides an additional 10,678 SF of common open space. The open space adjacent to Building B provides a BBQ and Teen Area that is 2,223 SF, a children's playground area that is 1,662 SF, and a passive open space that is roughly 11,270 SF. Other passive open space areas include the front yard landscape areas, which total 12,013 SF.

Interior common space areas are also offered. Building A includes a 907 SF activity room, 1,141 SF recreation room, 540 SF conference room, and lounge areas. All common areas are available to all the residents.

(g) Signage — All Project signage is required to comply with sign regulations provided in Ontario Development Code Division 8.1. Prior to the issuance of a Building Permit for the installation of any new on-site signage, the Applicant is required to submit Sign Plans for Planning Department review and approval. Approval of a master sign program is required prior to the issuance of sign permits.

(h) Utilities (drainage, sewer) — Public utilities (water and sewer) are available to serve the Project. Furthermore, the Applicant has submitted a Preliminary Water Quality Management Plan (PWQMP), which establishes the Project's compliance with storm water discharge/water quality requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximizes low impact development (LID) best management practices (BMPs), such as retention and infiltration, biotreatment, and evapotranspiration. The PWQMP proposes the use of a detention basin. Any overflow drainage will be conveyed to the public street by way of parkway drains and culverts.

PUBLIC NOTIFICATION: The subject application was advertised as a public hearing in at least one newspaper of general circulation in the City of Ontario (the Inland Valley Daily Bulletin newspaper). In addition, notices were mailed to all owners of real property located within a minimum of 300 feet of the exterior boundaries of the property that is the subject of the hearing, as shown on the records of the County Assessor.

CORRESPONDENCE: As of the preparation of this Agenda Report, Planning Department staff has not received any written or verbal communications from the owners or

occupants of properties surrounding the Project site or from the public in general, regarding the subject application.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject application and recommend conditions of approval to be imposed upon the application. At the time of the Resolution preparation, recommended conditions of approval were provided and are appended to the attached Resolutions as Attachment A.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Planned Unit Development and the decision-making body for the Development Plan, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan (TOP). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) <u>City Council Goals</u>

- 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)

(2) Vision

Distinctive Development that integrates our varied and diverse focal points, districts, centers, corridors, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

Commercial and Residential Development

- Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

- A demonstrated ability to attract housing in pursuit of our acknowledged responsibility to balance housing with the job growth that drives our quality of life.

- Distinctive and well-maintained neighborhoods that offer exceptional variety in lifestyles, with convenient access to schools, recreation and cultural facilities, places of worship, places of employment and shopping.

(3) Governance

Decision Making

Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

- G1-1 Consistency with Policies. We require that staff recommendations to the City Council be consistent with adopted City Council Priorities (Goals and Objectives) and The Policy Pan.

- G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element

Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

- LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned

infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

- LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

- LU-2.1 Land Use Decisions. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

- LU-2.5 Regulation of Uses. We regulate the location, concentration, and operation of uses that have impacts on surrounding land uses.

- LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

- LU-2.11 Context-Aware Transitions and Connections. We require new development projects and land-planning efforts to provide context-aware and appropriate transitions and connections between existing and planned neighborhoods, blocks, sites, and buildings.

Goal LU-3 Flexibility: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

- LU-3.1 Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.

Goal LU-5 Airport Planning: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

- LU-5.7 ALUCP Consistency with Land Use Regulations. We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.

Housing Element

Goal H-1 Neighborhoods & Housing: Stable neighborhoods of quality housing, ample community services, and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.

- H-1.2 Neighborhood Conditions. We direct efforts to improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community building efforts.

Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

- H-2.1 Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.

- H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

- H-2.6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

Community Economics Element:

Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- CE-1.1 Jobs-Housing Balance. We pursue improvement to the Inland Empire's balance between jobs and housing by promoting job growth that reduces the regional economy's reliance on out-commuting.

- CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

- CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

- CE-2.2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

- CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

- CE-2.5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Mobility Element

Goal M-1 Roadway System: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.

- M-1.4 Complete Streets. We work to provide a complete, balanced, context-aware, multimodal transportation network that meets the needs of all users of streets, roads, and highways, including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation. We prioritize implementation of complete streets improvements in environmental justice areas to facilitate opportunities for residents to use active transportation systems.

Goal M-2 Active Transportation: A system of trails and corridors that facilitate and encourage active modes of transportation.

- M-2.3 Pedestrian Walkways. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.

Community Design Element

Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

- CD-1.2 Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

- CD-1.4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.

Goal CD-2 Design Quality: A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

- CD-2.1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:

    1. Building volume, massing, and height to provide context-appropriate scale and proportion;

    2. Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

- CD-2.4 Urban, Mixed Use, and Transit-oriented Areas. We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.

- CD-2.8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

- CD-2.9 Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

- CD-2.10 Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

- CD-2.11 Entry Statements. We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- CD-2.13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD-3.1 Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

- CD-3.2 Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.

- CD-3.4 Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

- CD-3.5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects property values and encourages additional public and private investments.

- CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD-5.2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is one of the properties listed in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report. The Housing Element Sites Inventory designates the site for 108 units in the very low/low-income category; however, the proposed Project includes 144 units in the very low/low-income category, exceeding the originally anticipated number. The Housing Element Sites Inventory will be amended to reflect this change.

ENVIRONMENTAL REVIEW: The Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15183 (Projects Consistent with a Community Plan or Zoning) of the CEQA Guidelines. The Project qualifies for an exemption because the following findings can be made:

1. **The Project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified**. The Project site is within the Holt Boulevard Mixed Use Area as designated by TOP 2050 and would contain 144 residential units across two buildings. This is consistent with the uses analyzed in the TOP 2050 Supplemental EIR and allowed by the Holt Boulevard Mixed Use Area designation.

2. **There are no Project specific effects which are peculiar to the Project or its site, and which the TOP 2050 Supplemental EIR failed to analyze as significant effects.** The subject property is similar to other properties in the area, including its land use designation and zoning. The property does not support any peculiar environmental features, and the Project would not result in any peculiar effects. The TOP 2050 anticipated the proposed development on the project site and Project impacts were adequately analyzed by the TOP 2050 Supplemental EIR. The TOP 2050 Supplemental EIR identified three environmental impact areas for which mitigation measures were required to reduce potential environmental impacts to a less than significant level: (1) cultural resources; (2) geology and soils; and (3) tribal cultural resources. The proposed project will be required to comply with these mitigations where applicable. The TOP 2050 Supplemental EIR also identified that the TOP 2050 would result in significant and unavoidable environmental impacts that could not be avoided or reduced to less than significant levels through mitigation measures. These include: (1) air quality; (2) cultural resources; (3) noise; (4) transportation. The proposed project will not create additional

significant or unavoidable impacts that were not already addressed through the TOP 2050 Supplemental EIR.

3. **There are no potentially significant off-site and/or cumulative impacts which the TOP 2050 Supplemental EIR failed to evaluate.** The Project is consistent with the land use characteristics of the development considered by the TOP 2050 Supplemental EIR and would represent a small part of the growth that was forecasted for build-out of the TOP 2050. The TOP 2050 Supplemental EIR considered the incremental impacts of the Project, and no new Project-specific impacts are anticipated. Therefore, the Project would not result in any potentially significant cumulative impacts which were not previously evaluated in the TOP 2050 Supplemental EIR.

4. **There is no substantial new information which results in more severe impacts than anticipated by the TOP 2050 Supplemental EIR**. No new information has been identified which would result in a determination that the Project would have a more severe impact than anticipated by the TOP 2050 Supplemental EIR.

5. **The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR**. The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR and subsequently adopted by the City. These TOP 2050 Supplemental EIR mitigation measures will be undertaken through Project design, compliance with regulations and ordinances, the Project's conditions of approval, and City permit processing.

TECHNICAL APPENDIX:

Table 1: Surrounding Zoning and Land Uses

	Existing Land Use	***Policy Plan Designation***	***Zoning Designation***	***Specific Plan Land Use***
Site	Vacant	Mixed-Use – Holt (MU-Holt)	MU-6 (East Holt Mixed Use)	N/A
North	Residential	Mixed-Use – Holt (MU-Holt)	MU-6 (East Holt Mixed Use)	N/A
South	Vacant, Residential	Business Park (BP)	IP (Industrial Park)	N/A
East	Commercial Service, Residential	Mixed-Use – Holt (MU-Holt)	MU-6 (East Holt Mixed Use)	N/A
West	Retail, Residential	Mixed-Use – Holt (MU-Holt)	MU-6 (East Holt Mixed Use)	N/A

Table 2: General Site & Building Statistics

Item	***Required Min./Max. (per TOP 2050 and PUD24-002)***	***Provided (Ranges)***	***Meets Y/N***
Project area (in acres):	N/A	5.73	N/A
Maximum project density (dwelling units/ac):	40.0 du/ac	21.5 du/ac	Y
Front yard setback (in FT):	0 FT	20 FT to 30 FT	Y
Interior Property LIne setback (in FT):	5 FT	57 FT to 231 FT	Y
Parking setback (in FT):	5 FT	5 FT	Y
Building to Building setbacks (in FT):	30 FT	86 FT	Y
Maximum dwelling units/building:	14.0 to 40.0 DU/AC 1.0 F.A.R. max – retail 2.0 F.A.R. - office	25.1 DU/AC No retail/office	Y
Maximum height (in FT):	50 FT	50 FT	Y
Open space – private:	60 SF	60 SF	Y
Open space – common:	15 % of total lot area	18 % of total lot area	Y

Table 3: Parking Summary

Type of Use	*No. Units*	*Parking Ratio*	*Spaces Required*	*Spaces Provided*
1-Bedroom	13	1.0 space per unit	13	224
2-Bedroom	68	1.3 spaces per unit	88.4	
3-Bedroom	63	1.7 spaces per unit	107.1	
Visitor Parking	--	0.075 spaces per unit	10.8	
Staff Parking	--	Based on employees onsite	3	
TOTAL	**144**		**222**	**224**

Table 4: Dwelling Unit Statistics:

Unit Type	*Unit Size (in SF)*	*No. Bedrooms*	*No. Bathrooms*	*Private Open Space (in SF)*	*No. Unit Types*
1 Bedroom	512 SF; 513 SF	1	1	60 SF - 116 SF	13
2 Bedroom	750 SF	2	1	60 SF - 97 SF	68
3 Bedroom	1,009 SF; 1,021 SF	3	2	60 SF - 97 SF	63

Exhibit A: PROJECT LOCATION MAP

Exhibit B: Holt + Allyn Planned Unit Development

HOLT + ALLYN PLANNED UNIT DEVELOPMENT

FILE NO: PUD24-002
DRAFT: DECEMBER 2024
REVISED: JANUARY 2025

PREPARED BY:

National Community Renaissance ®
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

ONYX ARCHITECTS
316 N. Sierra Madre Blvd.
Pasadena, CA 91107

Exhibit C: SITE PLAN

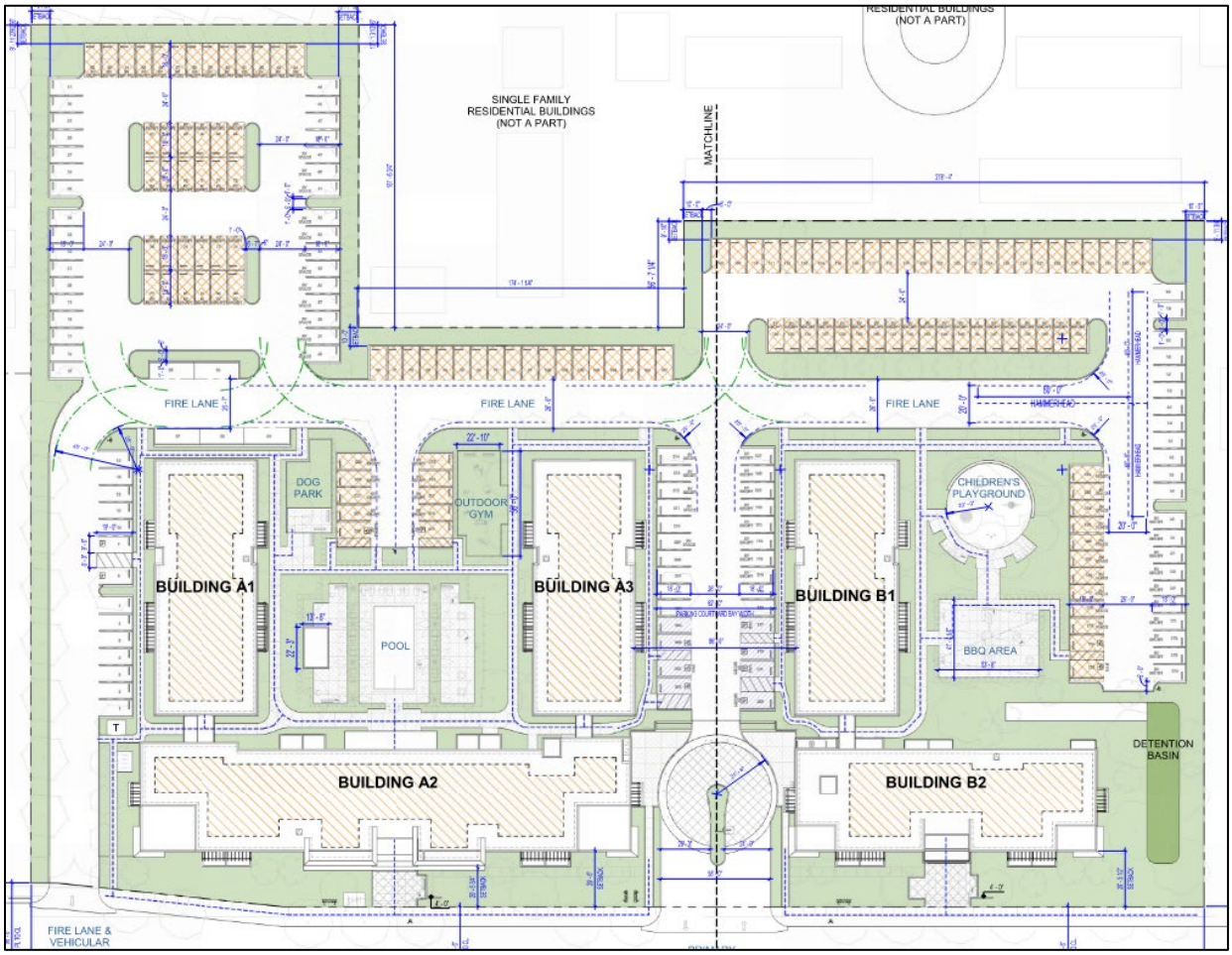
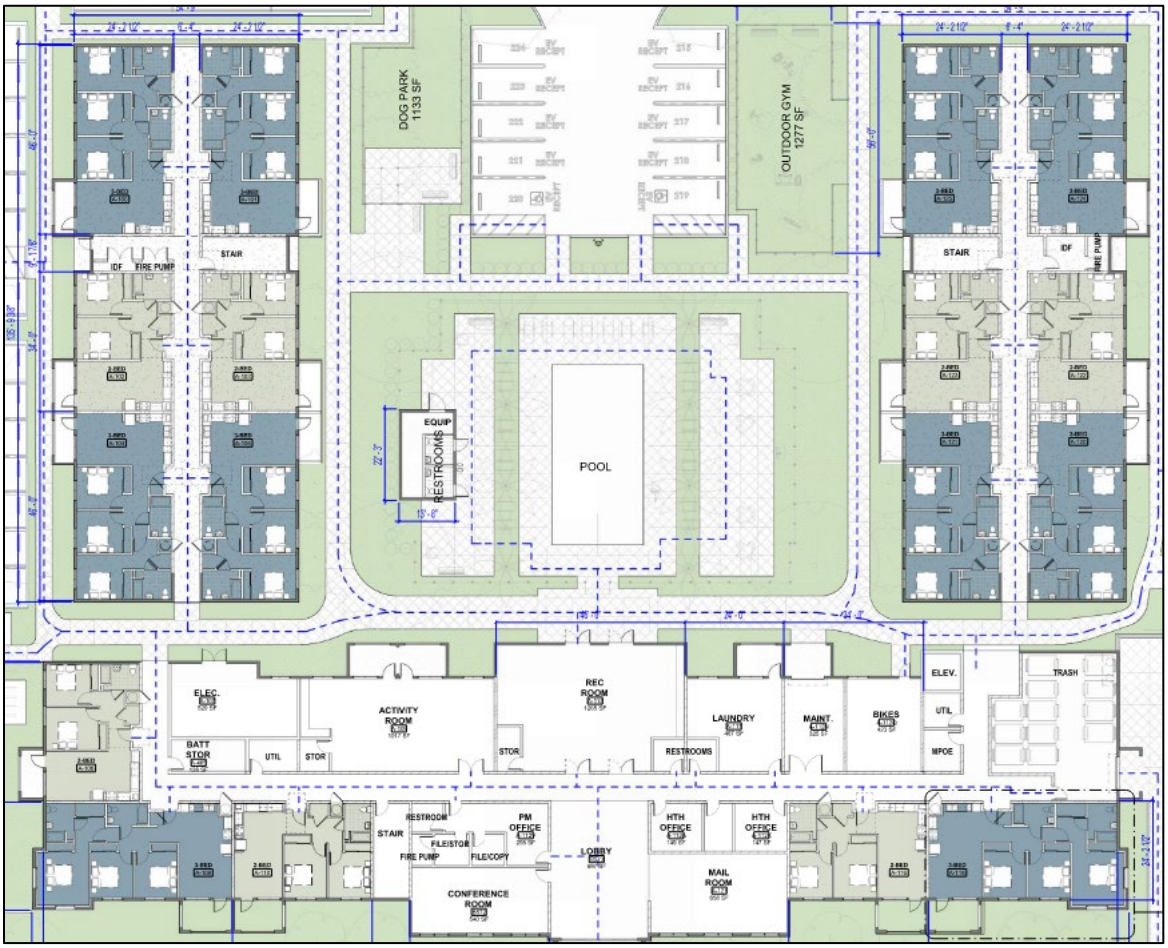


Exhibit D: FLOOR PLAN



Building A – 1st Floor

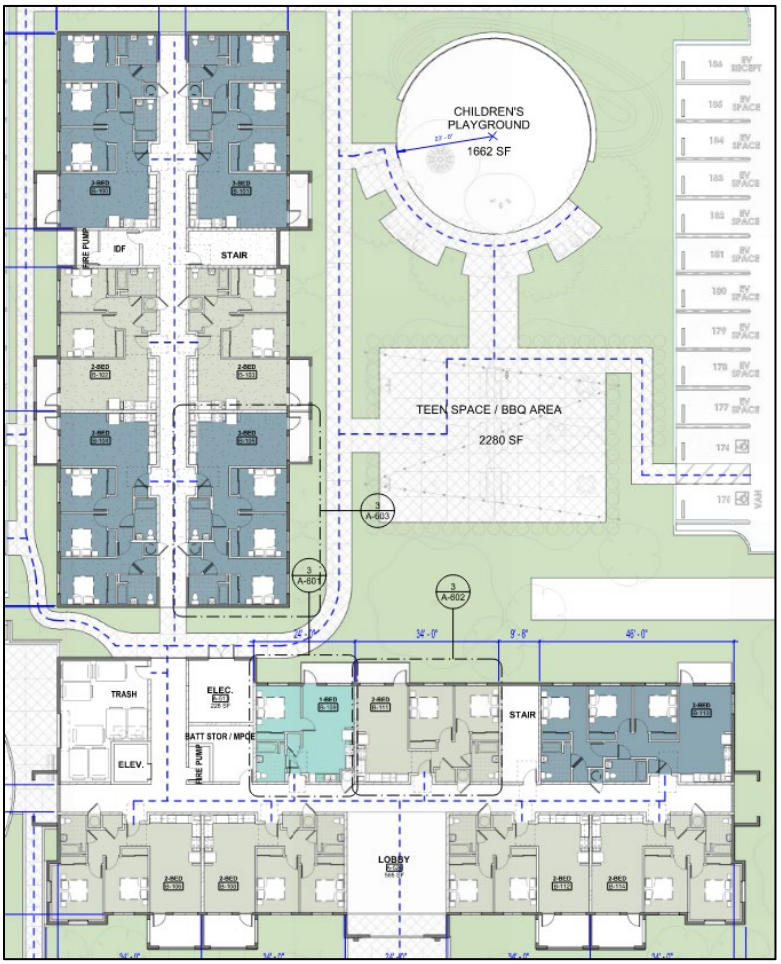
Exhibit D: FLOOR PLAN (cont.)

Building A – 2nd Floor

Exhibit D: FLOOR PLAN (cont.)

Building A – 3rd & 4th Floors

Exhibit D: FLOOR PLAN (cont.)



Building B – 1st Floor

Exhibit D: FLOOR PLAN (cont.)

Building B – 2nd Floor

Exhibit D: FLOOR PLAN (cont.)

Building B – 3rd & 4th Floor

Exhibit E: EXTERIOR ELEVATIONS

Building A Elevations

Exhibit E: ELEVATIONS (cont.)

Building B Elevations

Exhibit F: LANDSCAPE PLAN

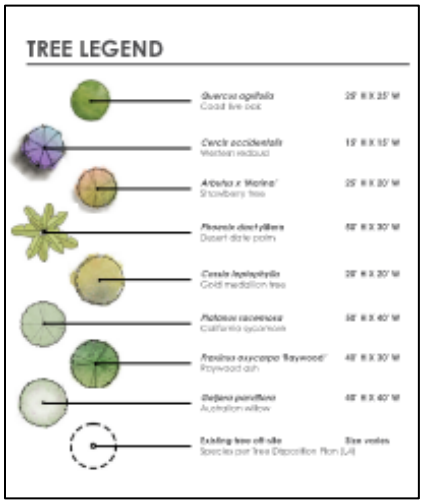
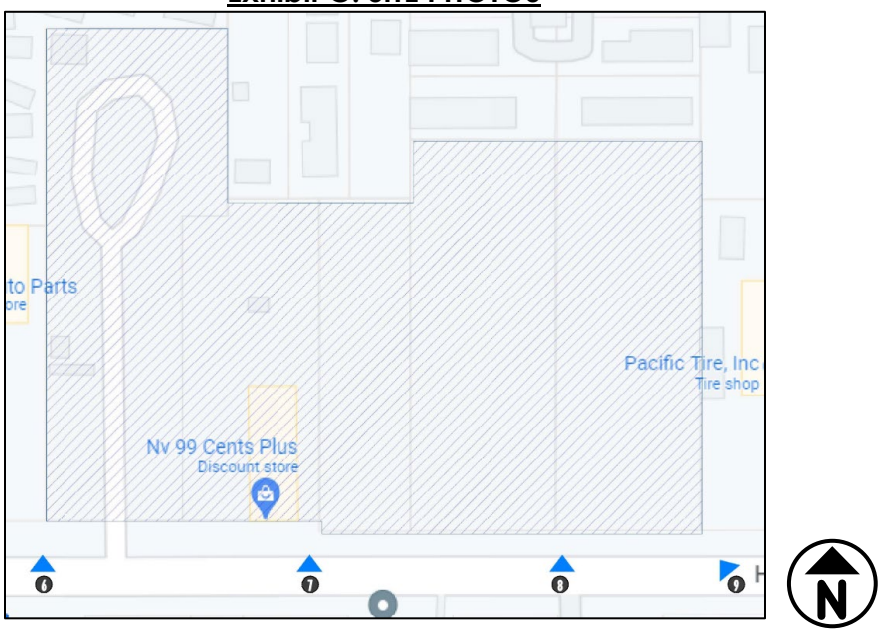


Exhibit G: SITE PHOTOS



❻ E HOLT BLVD

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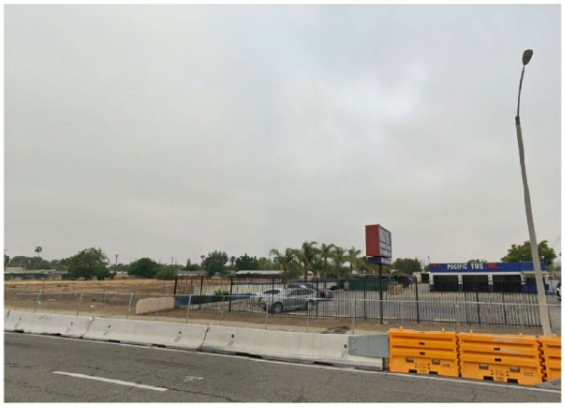


❾ E HOLT BLVD

Attachment A:
Resolution for File No. PUD24-002
Holt + Allyn Planned Unit Development

(Document to follow this page)

RESOLUTION NO. PC25-004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PUD24-002, A PLANNED UNIT DEVELOPMENT TO CREATE DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR A 144-UNIT MULTIPLE-FAMILY APARTMENT PROJECT ON 5.73 ACRES OF LAND LOCATED NEAR THE NORTHEAST CORNER OF EAST HOLT BOULEVARD AND ALLYN AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 1048-481-06, 1048-481-07, 1048-481-08, 1048-481-28, 1048-481-29

WHEREAS, NATIONAL CORE ("Applicant") has filed an Application for the approval of a Planned Unit Development, File No. PUD24-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 5.73 acres of land generally located near the northeast corner of East Holt Boulevard and Allyn Avenue, approximately 140 feet east of the intersection, within the MU-6 (East Hold Mixed Use) zoning district, and is presently vacant; and

WHEREAS, the property to the north of the Project site is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with residential uses. The property to the east is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with commercial and residential uses. The property to the south is within the IP (Industrial Park) zoning district, and is developed with residential uses and vacant land. The property to the west is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with retail and residential uses; and

WHEREAS, on January 27, 2010, the Ontario City Council certified The Ontario Plan Environmental Impact Report in conjunction with File No. PGPA06-001 (City Council Resolution No. 2010-006), and on August 16, 2022, the Ontario City Council certified The Ontario Plan 2050 Update Supplemental Environmental Impact Report in conjunction with File No. PGPA20-002 (City Council Resolution No. 2022-129). The Ontario Plan and associated Environmental Impact Report analyzed the Project site and established guidelines for development, including but not limited to, general land use (Mixed Use – Holt (MU-Holt), which stipulates 14.0 to 40.0 du/ac, 2.0 FAR for office uses, and 1.0 FAR for retail uses); and

WHEREAS, on December 17, 2024, the Ontario Housing Authority approved a Disposition and Development Agreement with the Applicant to facilitate the development of the subject affordable housing development; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act, commencing with Public Resources Code Section 21000 (hereinafter referred to as "CEQA"); and

WHEREAS, the Project is exempt from CEQA through Section 15183, and the application of that exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 153183.3; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendation 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 2050, 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 February 25, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and

considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The proposed Development Plan is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15183 (Project Consistent with a Community Plan or Zoning) of the CEQA Guidelines and meets all of the following conditions:

(a) ***The Project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified***. The Project site is within the Holt Boulevard Mixed Use Area as designated by TOP 2050 and would contain 144 residential units across two buildings. This is consistent with the uses analyzed in the TOP 2050 Supplemental EIR and allowed by the Holt Boulevard Mixed Use Area designation.

(b) ***There are no Project specific effects which are peculiar to the Project or its site, and which the TOP 2050 Supplemental EIR failed to analyze as significant effects.*** The subject property is similar to other properties in the area, including its land use designation and zoning. The property does not support any peculiar environmental features, and the Project would not result in any peculiar effects. The TOP 2050 anticipated the proposed development on the project site and Project impacts were adequately analyzed by the TOP 2050 Supplemental EIR. The TOP 2050 Supplemental EIR identified three environmental impact areas for which mitigation measures were required to reduce potential environmental impacts to a less than significant level: (1) cultural resources; (2) geology and soils; and (3) tribal cultural resources. The proposed project will be required to comply with these mitigations where applicable. The TOP 2050 Supplemental EIR also identified that the TOP 2050 would result in significant and unavoidable environmental impacts that could not be avoided or reduced to less than significant levels through mitigation measures. These include: (1) air quality; (2) cultural resources; (3) noise; (4) transportation. The proposed project will not create additional significant or unavoidable impacts that were not already addressed through the TOP 2050 Supplemental EIR.

(c) ***There are no potentially significant off-site and/or cumulative impacts which the TOP 2050 Supplemental EIR failed to evaluate.*** The Project is consistent with the land use characteristics of the development considered by the TOP 2050 Supplemental EIR and would represent a small part of the growth that was forecasted for build-out of the TOP 2050. The TOP 2050 Supplemental EIR considered

the incremental impacts of the Project, and no new Project-specific impacts are anticipated. Therefore, the Project would not result in any potentially significant cumulative impacts which were not previously evaluated in the TOP 2050 Supplemental EIR.

(d) ***There is no substantial new information which results in more severe impacts than anticipated by the TOP 2050 Supplemental EIR.*** No new information has been identified which would result in a determination that the Project would have a more severe impact than anticipated by the TOP 2050 Supplemental EIR.

(e) ***The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR.*** The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR and subsequently adopted by the City. These TOP 2050 Supplemental EIR mitigation measures will be undertaken through Project design, compliance with regulations and ordinances, the Project's conditions of approval, and City permit processing; and

(3) The application of the exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

(4) The determination of CEQA exemption reflects the independent judgment of the Planning Commission.

SECTION 2: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is one of the properties listed in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report. The Housing Element Sites Inventory designates the site for 108 units in the very low/low-income category; however, the proposed Project includes 144 units in the very low/low-income category, exceeding the originally anticipated number. The Housing Element Sites Inventory will be amended to reflect this change.

SECTION 3: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission therefore finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 4: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in the Sections above, the Planning Commission hereby concludes as follows:

(1) ***The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.*** The proposed Project is located within the Mixed Use – Holt Boulevard land use district of the Policy Plan Land Use Map, and the MU-6 (East Hold Mixed Use) zoning district. The development standards and conditions under which the proposed project will be constructed and maintained, is consistent with goals, policies, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The Planning Commission has required certain safeguards, and has required certain changes, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy components of The Ontario Plan 2050.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** A thorough review and analysis

of the proposed project and its potential to adversely impact properties surrounding the subject site was completed by City staff. As a result of this review, certain design considerations were incorporated into the project to mitigate the identified impacts to an acceptable level, including the use of the upgraded materials, the inclusion of certain architectural design elements on building exteriors, intensified landscape elements, and decorative hardscape elements.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed PUD, a thorough review and analysis of the proposed project and the project site's physical suitability for the proposed project was completed, included analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The proposed PUD addresses aspects of the project that are specifically related to the Development Plan proposed in conjunction with PUD application, including necessary building setbacks, site access points, off-street parking and site circulation, and architectural character.

SECTION 5: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVES the herein described Planned Unit Development, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6: ***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 7: ***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 8: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

- - - - - - - - - - - - - -

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 25th day of February 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairman

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC25-004, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on February 25, 2025, by the following roll call vote, to wit:

AYES: DeDiemar, Gage, Lampkin, Ricci

NOES: None

ABSENT: Anderson

ABSTAIN: None

Gwen Berendsen

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PUD24-002
Holt + Allyn Planned Unit Development

(Departmental conditions of approval to follow this page)

HOLT + ALLYN PLANNED UNIT DEVELOPMENT

FILE NO: PUD24-002
DRAFT: DECEMBER 2024
REVISED: JANUARY 2025

PREPARED BY:

National Community Renaissance ®
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

ONYX ARCHITECTS
316 N. Sierra Madre Blvd.
Pasadena, CA 91107

TABLE OF CONTENTS

1. INTRODUCTION 5

1.1 Overview 5

2. PROJECT OBJECTIVES 7

2.1 General Plan Consistency 7

2.2 Center City Redevelopment Plan Objectives 12

2.3 PUD District Purpose And Objectives 12

3. LAND USE PLAN 14

3.1 Land Use Designation 14

3.2 Permitted Uses 16

4. DEVELOPMENT REGULATIONS AND DESIGN STANDARDS 17

4.1 Building Intensity 17

4.2 Building Height 17

4.3 Building Setbacks 18

4.4 Building Separation 18

4.5 Building Orientation 18

4.6 Building Types 19

4.7 Architectural Character 20

4.8 Materials And Detailing 21

4.9 Storage 24

4.10 Open Space 24
4.11 Parking Standards 25
4.12 Parking Design 26
4.13 Equipment Screening 27
4.14 Fences And Walls 27
4.15 Signs 27
4.16 Service Facilities 28
5. CIRCULATION & INFRASTRUCTURE 29
5.1 Vehicle Circulation 29
5.2 Pedestrian Connections 29
5.3 Mass Transit 29
5.4 Street Dedications And Easements 30
5.5 Public Right-Of-Way Improvements 31
5.6 Infrastructure 31
5.7 Landscaping + Drainage Plan 32
6. ADMINISTRATION 34
6.1 Items Not Addressed In PUD 34
6.2 Development Applications 34
6.3 Administrative Exceptions 34
6.4 Amendments to the PUD 34

1 INTRODUCTION

1.1 OVERVIEW

The Holt + Allyn Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of five parcels bounded by Holt Boulevard to the south and residential parcels along Nocta Street to the north and Allyn Avenue to the west [see Exhibit 1-1, Project Location Map]. The project site is envisioned to accommodate a high-quality residential use development on the parcels that face Holt Boulevard. The Holt + Allyn Planned Unit Development (PUD) will replace the existing zone district designations and zoning standards that apply to the affected properties. Unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply. City Staff and private developers will rely on this PUD to determine whether precise plans for development ("Development Plans") will adequately meet the City's land use and design objectives.

Located near the northeast corner of East Holt Boulevard and North Allyn Avenue, the 5.73-acre site is situated along the Holt Boulevard Corridor and within the East Holt Boulevard Mixed Use Area. Through these designations, the Ontario Plan seeks to encourage the redevelopment of Holt Boulevard into medium-density residential uses integrated with commercial, workplace, and urban facades.

EXHIBIT 1-1: PROJECT LOCATION MAP

PUD Area

2 PROJECT OBJECTIVES

2.1 GENERAL PLAN CONSISTENCY

Within the Ontario Policy Plan (General Plan) the Holt + Allyn PUD site is designated Mixed Use – Holt Blvd. The Ontario Plan describes the Mixed-Use – Holt Blvd designations as "a low-rise (3-5 stories) intensification of the Holt Corridor. The intent is to create identity and place, connect the corridor to Downtown, and connect the Downtown to the Ontario Airport Metro Center." Within the community design element, the Policy Plan envisions all corridors to carry unique identities with infill development; create comfortable, safe, human-scale public realms, including pedestrian paths, such as sidewalks that provide access to new housing, and meet mobility needs of residents, transit riders, workers and visitors; complete and connect mobility networks for convenient bicycle travel; accentuate the linear nature of the corridor by providing seamless transitions from less intense residential neighborhoods to higher density infill sites; and enable and promote human activity through activated street frontages.

The Holt + Allyn Apartments are consistent with the principles, goals, and policies contained within the components that make up the Ontario Policy Plan, including (1) Vision, (2) Policy Plan, (3) Implementation Programs, and (4) City Council Priorities. The policies implemented by this PUD are as follows:

1. VISION

On February 13, 2007, the Ontario City Council adopted The Ontario Vision. The central theme that motivates the Vision is – *"A sustained, community-wide prosperity which continuously adds value and yields benefits."* Everything the City does and every action the City takes is done with

this simple yet comprehensive theme in mind, from the design quality of the built environment, to the intent of designing socio-economic programs, to the way in which its leaders govern as a community. In discussing a Vision that would endure for the lifetime of The Ontario Plan (30 years or more), the City Council recognized that there are four components that serve as the basic building blocks that set the foundation for a unified and prosperous community. These foundational blocks must be expressed and widely accepted throughout the Plan's lifetime. They are:

1. A **Dynamic Balance** that enables our community to confront the continued vigorous growth of the region and technological change with confidence and a sense of opportunity.

2. A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people of Ontario and is broadly – though not uniformly – shared.
3. **Distinctive Development** that integrates our varied and diverse focal points, districts, villages, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

4. **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

The Holt + Allyn PUD will implement the Ontario Vision in ways that will further the City's desire to be a sustainable and prosperous community.

RESIDENTIAL DEVELOPMENT

- The PUD allows for the development of multifamily housing on a site near schools, recreation, and cultural facilities, places of worship, places of employment and shopping, and a future high-quality public transportation line.

- The development standards encourage multifamily residential development, further diversifying the City's housing stock and balancing the City's jobs-to-housing ratio that is essential to maintain quality of life within the community.

- The PUD encourages a comprehensive and diverse housing stock that offers broad choices for the diverse workforce and local families, by introducing new affordable multifamily housing units.

DEVELOPMENT QUALITY

- The PUD requires a well-designed project with high-quality materials that complement the existing neighborhood and will enhance the distinctive architectural styles within the City.

- The development standards require future projects to consider the existing built environment and open spaces, ensuring careful attention to detail at every scale, including public and private spaces and structures.

MOBILITY

- The PUD is located along the future West County Connector bus rapid transit (BRT) line currently under construction and encourages higher-density development near high-frequency transportation facilitating an exceptional degree of movement and connectivity.

- Within the development standards, proposed projects will provide features and amenities to encourage the use of alternative forms of transportation including bicycles, buses, and walking.

PUBLIC SAFETY

- The PUD will ensure that the project is integrated into the existing neighborhood and that connections are made to residential neighborhoods, schools, parks, community centers, and cultural facilities in the surrounding area.

LEISURE AND CULTURAL ACTIVITIES

- The PUD will require recreational amenities, community facilities, and programs that offer ample recreation and cultural involvement by a diverse resident population.

RESOURCE CONSERVATION AND ENHANCEMENT

- The location of the PUD on the future West County Connector line provides a unique opportunity to reduce vehicle trips and air pollutants, resulting in improved air quality in Ontario and the region.

2. POLICY PLAN

Goal LU1: Balance. A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

- The PUD allows for the development of a multifamily residential project on infill parcels preserving open space and ensuring access to necessary services and infrastructure. The proposed project will be affordable to households earning less than 60 percent of the area median income (AMI) which will provide opportunities for lower-income families to live close to work, commute via public transportation, and maintain a decent quality of life. The

PUD will also encourage sustainable development practices and LEED certification within all applicable projects.

Goal LU2: Compatibility. Compatibility between a wide range of uses.

- The PUD evaluates the existing uses surrounding the property and buffers new development through setbacks and step backs.

Goal LU3: Flexibility. Staff, regulations, and processes that support and allow flexible responses to conditions and circumstances to achieve the Vision.

- The establishment of the PUD allows for clear development standards that allow flexibility to achieve the Ontario Vision, improve livability, reduce vehicular trips, create community gathering places and activity nodes, and help create identity.

Goal H1: Neighborhoods + Housing Development Standards. Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity

- The PUD will improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community-building efforts. The PUD will also ensure that adequate public services, infrastructure, open space, parking, traffic management, pedestrian, and bicycle routes, as well as public safety related to the project are consistent with the City's master and neighborhood plans.

Goal H2: Housing Supply & Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics and support and reinforce the economic sustainability of Ontario.

- The PUD will revitalize the Holt Boulevard corridor, in conjunction with the construction of the West County Connector by encouraging the production of higher density residential uses that are architecturally, functionally, and aesthetically suited to corridors. The PUD also encourages infill development on a vacant parcel that is identified within the City's 2021-2028 Housing Element as an opportunity site to meet the City's Regional Housing Needs Allocation (RHNA). A proposed project on the site will be affordable to households earning less than 60 percent of the area median income (AMI) which will provide opportunities for lower income families to live close to work, commute via public transportation, and maintain a decent quality of life.

Goal H4: Housing Assistance. Increased opportunities for low and moderate-income households and families to afford and maintain quality ownership and rental housing opportunities, including move-up opportunities.

- The PUD is a collaborative partnership with a nonprofit affordable housing developer to produce affordable housing and supports the City's goal to provide rental assistance for individuals and families earning extremely low, very low, and low income with funding from the state and federal government.

Goal H5: Special Needs Housing. A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.

- The PUD allows for and encourages the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of supportive services, recreation, and other amenities.

3. HOUSING ELEMENT PRINCIPLES

This PUD furthers the City of Ontario Housing Element by implementing core principles included therein, such as:

- Providing a range of housing for all income levels is essential to a complete community.
- Affordable, quality housing helps attract and retain a qualified workforce and supports a prosperous local economy.

4. CITY COUNCIL PRIORITIES

The Holt + Allyn PUD is consistent with the City Council's desire to:

- Invest in the Growth and Evolution of the City's Economy.
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

5. IMPLEMENTATION

The Holt + Allyn PUD implements the Ontario Plan as the PUD is a public-private partnership proposing a multifamily Development Project on a site identified within the City's Housing Element land inventory and furthers the City's goal to apply for funding from the Affordable Housing Sustainable Communities (AHSC) Program to connect housing and transit to reduce greenhouse gas emissions.

2.2 CENTER CITY REDEVELOPMENT PLAN OBJECTIVES

The Center City Project Area encompasses the historic Euclid Avenue District, including parts of East Holt Boulevard. Ontario's City Hall and surrounding Civic Center, Senior Center, Main Library, the Museum of History and Art, Ontario Town Square, and the Law School of the University of La Verne are all within the Center City project area. Development within the downtown area is designed to create an immediate and positive identity transforming the vicinity into a comfortable place to stroll and be seen. Along the Holt Boulevard Corridor and surrounding neighborhoods, the PUD encourages the development of low-rise buildings that include both residential and a mixture of retail uses to maximize the economic vitality of the community and create an urban environment where residents can live and work in Ontario. It also seeks to boost commercial activity by increasing the supply of housing and improving aesthetics on major corridors such as Holt Boulevard.

The goals of the Center City Project include:

- Improving aesthetics along major corridors.
- Promoting the creation of a mixed-use urban village in the Civic Center area; and
- Preserving the City's historic commercial structures, neighborhoods, and housing stock.

This PUD furthers each of those goals by laying the foundation for catalytic redevelopment along the East Holt Boulevard corridor – a connecting arterial into the City's downtown core.

2.3 PUD DISTRICT PURPOSE AND OBJECTIVES

The purpose of the Holt + Allyn PUD as part of the MU-6 (East Holt Mixed-Use) District is to secure the residential uses of the general plan; promote high-quality design standards in urban design; encourage the development of mixed-use residential communities, all while establishing regulations and standards appropriate to the specific need for affordable housing for working families in the area.

The intent of the Holt + Allyn PUD is to:

- Promote development projects that are consistent with The Ontario Plan and Policy Plan.

- Establish a sense of place and identity along the Holt Boulevard Corridor and provide a connection between the Downtown Mixed-Use Area and the Ontario Airport Metro Center.

- Achieve high-density residential development or mixed-use development, and diversification of housing types, while maintaining high quality in design and construction.

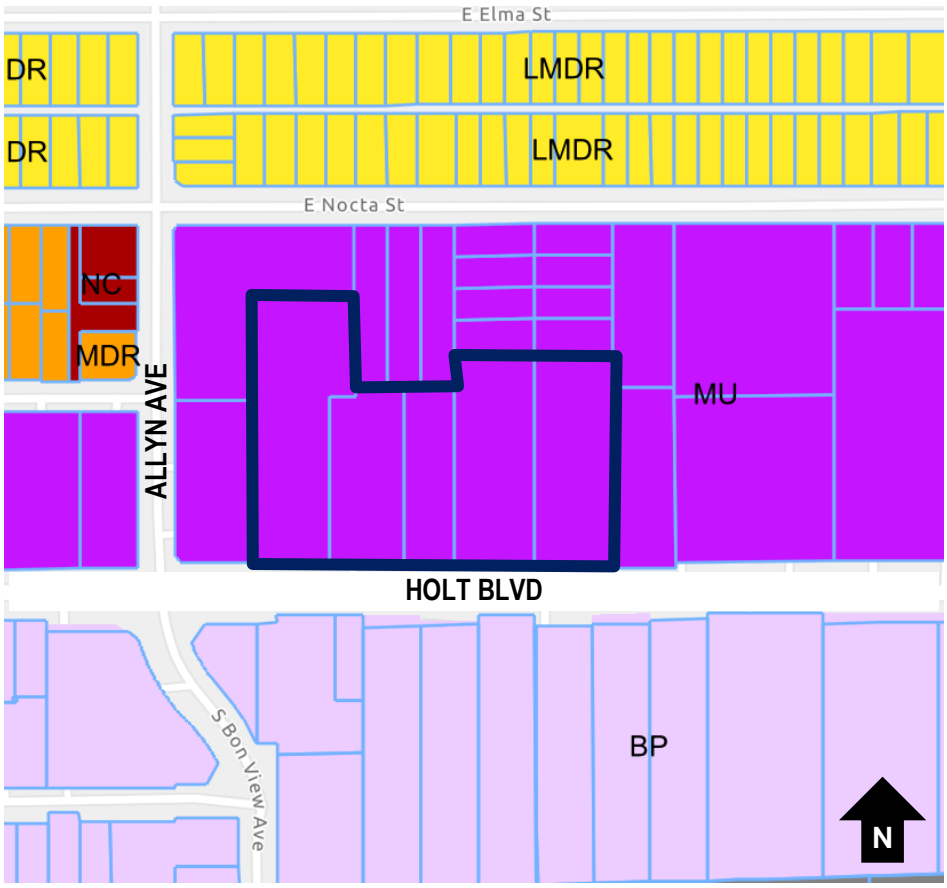
- Encourage clustering of structures to preserve a maximum amount of continuous open space.

3 LAND USE PLAN

3.1 LAND USE DESIGNATION

The Holt + Allyn Planned Unit Development (PUD) includes 5 parcels that are designated Mixed Use (MU) within the Ontario Plan and MU-6 in the City's Zoning Map. The MU-6 zoning district was established to accommodate the intensification of the East Holt Boulevard Corridor with low-rise (up to 5 stories) buildings accommodating a mix of retail and office uses at a development intensity of up to 2.0 FAR and 1.0 FAR, respectively, and residential uses at a density of 14 to 40 DU/AC. The MU-6 zoning district intends to create identity and place along the East Holt Boulevard Corridor and provide a connection between the Downtown Mixed-Use Area and the Ontario Airport Metro Center. The MU-6 zoning district is consistent with and implements the East Holt Mixed Use Area land use designation of the Policy Plan component of The Ontario Plan.

EXHIBIT 3-1: LAND USE DISTRICT MAP



Project Area: Mixed Use (MU)

Adjacent Uses:
- Business Park (BP)
- Low Medium Density Residential (LMDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Mixed Use (MU)

3.2 PERMITTED USES

Holt + Allyn Planned Unit Development does not deviate from the residential permitted uses outlined in Table 5.02-1, *Land Use Matrix* of the City of Ontario Development Code, as summarized in Table 3-1. For a full listing of uses please refer to the Ontario Development Code.

TABLE 3-1, CITY OF ONTARIO LAND USE MATRIX

Land Uses	MU-6
Mixed Use Developments	P
Multiple Family Dwellings	P
Senior Citizen Housing Developments	C
Single-Family Dwellings	P
Single Room Occupancy Facilities	---
Supportive Housing	---
Work/Live Units	C

"P" – Per section 5.02-1 of the Ontario Zoning Code, **Permitted** shall mean the land use, activity, or facility within the specified district is permitted by right of bring in the proper zoning district, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in division 5.03 (Standards for Specific Uses, Activities, and Facilities) of the City's Development Code.

"C" (Conditionally Permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in Division 5.03 (Standards For Specific Uses, Activities and Facilities).

"---" (Prohibited) shall mean the land use, activity, or facility within the specified zoning district is expressly prohibited and shall not be allowed within the specified zoning district unless changed by Development Code Amendment.

4 DEVELOPMENT REGULATIONS AND DESIGN STANDARDS

4.1 BUILDING INTENSITY

Residential land uses within the Holt + Allyn Planned Unit Development will be consistent with the Mixed Use-6 (MU-6) zoning district allowing for residential uses at a density of 14 to 40 dwelling units per acre (DUA) or non-residential development at an FAR of up to 2.0.

4.2 BUILDING HEIGHT

Development within the Holt + Allyn Planned Unit Development will be consistent with the Mixed Use-6 zoning district, which allows for a maximum of fifty feet (50') in height consistent with the City of Ontario General Plan.

To further the City's low-rise mixed use building typology along the East Holt Boulevard corridor, higher density dwellings can be accommodated to increase the supply of housing, foster integrated residential and retail use communities, and increase pedestrian activity. Within the PUD area, multiple family developments should not exceed five stories or 50 feet, for locations within 100 feet of less intense development patterns (existing or planned). In sites where there are vacant adjacent uses zoned for single family development, building height must also not exceed 50 feet or the height of adjacent residential dwellings, whichever is greater.

4.3 BUILDING SETBACKS

Within the Holt + Allyn Planned Unit Development the buildings will comply with the building setback requirements as set forth in Table 4-1 (Minimum Building Setbacks). All setbacks shall be measured from the ultimate property lines after all dedications to develop streets to the ultimate right-of-way width. Placement of buildings, structures, fences, walls, utility facilities, yards, etc. will be based on the street rights-of-way and property line dimensions. Allowable encroachments in yards include (maximum 6' high) property line fences and gates, landscaping, paving, and public utilities.

TABLE 4.1: MINIMUM BUILDING SETBACKS

SETBACK	DISTANCE
1. Minimum Setbacks from Public Street Property Lines / Urban (25 du/ac or greater)	
• Holt Boulevard	0 feet
2. Minimum Setbacks from Interior Project Boundary Property Line	5 feet
3. Minimum Setbacks from Parking Spaces to Living Areas	10 feet

4.4 BUILDING SEPARATION

Within the Holt + Allyn Planned Unit Development the buildings will comply with the building separation requirements as set forth in Table 4-2 (Minimum Building Separation) and are consistent with or are more than the requirements outlined in Table 6.01-3, *Multiple-Family Residential Development Standards*, in the City of Ontario Development Code.

TABLE 4.2: MINIMUM SEPARATION BETWEEN DETACHED BUILDINGS

LOCATION	DISTANCE
Dwelling Front to Front, Rear or Side	< 2-Stories: 25 FT; > 3 Stories: 30 FT
Dwelling Side to Side	< 2-Stories: 25 FT; > 3 Stories: 30 FT
Dwelling Side to Rear	15 FT
Dwelling Rear to Rear	20 FT

4.5 BUILDING ORIENTATION

Building orientation should be designed to minimize noise impacts, aid in property site safety, create proper accessibility to site amenities and parking and maximize views from residential units. Design should also be crafted in a way that creates sound spaces, improving site safety. By blending residential and on-site community amenities, the design of the development project should promote increased walkability. Whenever feasible, Development Projects should locate building edges near the property line along Holt Boulevard to strengthen and define the urban edge and encourage pedestrian activity. Development Projects should create interest and interact with the streetscape through active uses, such as a community center, lobby, offices, and other related uses.

4.5.1 EXTERIOR

A. Orientation towards the exterior of the project area shall be carefully evaluated to ensure a proper relationship.

4.5.2 INTERIOR

A. Buildings should be clustered in a way that creates defensible spaces providing views of interior open spaces and amenities. For units without garage spaces, buildings shall be oriented to create minimal distances from assigned parking spaces to primary or secondary residential unit entries.

4.6 BUILDING TYPES

Within the Holt + Allyn Planned Unit Development the buildings that result in a density of more than 25 units per acre are Urban. For Urban building types the following requirements apply.

4.6.1 MASSING INCREMENTS

Along front and side elevations that face public streets and are longer than 100 feet shall require a minimum of two distinct massing increments. Individual massing increments shall be differentiated from one another using at least one of the following:

- vary parapet height by at least 3 feet, increase number of stories;
- set back upper floor;
- set the upper floor or multiple floors back at least 15 feet from façade; or
- set the entire façade back at least 10 for every 20 feet and/or by incorporating a tower element.

Massing increments that have distinct facades shall appear as distinct buildings and a massing increment design may be repeated on the same project elevation.

Buildings within the PUD area are distinct from one another, have articulation every 100 feet and have incorporated tower elements along Holt Boulevard.

4.6.2 FACADES - BUILDING BASE

Separate the building base from the rest of the façade for at least 12 feet (fewer than 5 stories) using at least one of the following strategies: provide a string course at the top of the first story, specify base material different from the rest of façade, specify body colors different from rest of façade or provide a ground floor Arcade or Gallery.

Buildings within the PUD area provide a base height of 12 feet and include a string course at the top of the first story.

4.6.3 FACADES - BUILDING BODY

The body of the building consists of the façade of all floors located above base and shall be designed as follows: windows shall be organized in bays, bands, curtain wall, and grid of windows and each massing increment must contain its entire façade composition without elements overlapping the division between increments.

4.6.4 FACADES - FENESTRATION DESIGN

Fenestration design addresses the percentage of window and door openings for ground floors and upper floors and glazing transparency. The ground floors of the building along the front lot line will have approximately 35 percent glazing transparency. All other frontages will have approximately 25 percent glazing transparency. For the upper floors of the building, 15 percent glazing transparency will be provided.

Additionally, ground floor windows shall be no higher than 3 feet above the adjacent grade and ground-floor bathroom windows are prohibited on facades that face front lot line.

4.7 ARCHITECTURAL CHARACTER

Due to the size and scale of the PUD project area, many of the buildings' elevations may be visible from the public street, common access drives, common parking areas, or adjacent parcels. As

such, architectural treatments should be carried around to the visible portions of all sides of the buildings. All towers or raised elements should be fully finished on all sides to appear as three-dimensional features.

Development types with densities of greater than 25 dwelling units per net acre shall be characterized as "urban" in their architectural character, as described below. Developments with densities lower than 25 dwelling units per net acre that include more than 5 units shall be characterized as "neighborhood" styles and shall carry the architectural character and are subject to the design requirements outlined in Section 2.2.2 of the Ontario Objective Design Standards. The development shall be designed with a Mission-Spanish architectural style.

Influenced by Spanish/Mediterranean and early Californian styles in the late 19th and early 20th centuries, the Spanish Colonial Revival style is asymmetrically arranged and includes low-pitched roofs covered with S-type clay red roofing tiles, wooden frames with stucco siding, and arches above doors, porch entries, and main windows.

4.7.1 FORM AND MASSING

The following form and massing requirements apply to the Mission-Spanish architectural style

A. Asymmetrical façade/elevations.
B. Three or more roof planes.
C. A minimum of 50 percent of the units shall have balconies or window treatments (such as shutters or awnings).
D. Entrances are recessed a minimum 12 inches.

4.8 MATERIALS AND DETAILING

A variety of durable high-quality materials with a range of textures and patterns that are naturally inherent in the materials should be used. Furthermore, building envelopes will be designed to prioritize meeting and exceeding energy efficiency goals to achieve a Zero Net Energy property. This includes everything from the types of windows, window frames, doors, fenestration percentage, and building exterior specs that will be utilized. Along nonresidential locations with street frontages, vinyl, fiberglass, or aluminum-clad windows shall be utilized to meet the California Energy Code and will resemble wood-framed windows. Alternative wood materials might also be used for window and door trims but will resemble wood to achieve architectural goals. The proposed color scheme for developments within the PUD area should complement surrounding uses with warmer and neutral tones and accent features to create a cohesive design. The development design will use various architectural strategies to create visual interest and fit the

context of its surroundings. This may include varying parapet heights and increasing stories or towers to create aesthetic appeal for the vertical components of the building. Designs should be divided into a base and body with varying design elements utilizing materials or window treatments to break up the massing of the façade. Balconies, awnings, and elements facing the street frontage should adhere to defined standards within this PUD, such as front lot line setbacks. Balconies and entry features along the building frontage must align with the architectural character of the building. Other features are described in greater detail below.

4.8.1 MATERIALS AND COLORS

A. Roof tiles shall use terracotta, brown earth tones, or rustic red color palettes.

B. White, cream, or tan stucco wall with (20/30) textured finish (i.e., hand troweled)

C. Wood-like materials (i.e., Alumawood or similar product) shall be used as secondary wall material for the following and similar elements:

A. Posts and exposed beams.

B. Railing, spindles, and grille work.

C. Shutters, window frames, and doors.

D. If windows have shutters, the shutters' color shall match the accent color that is used for doors or decorative trim.

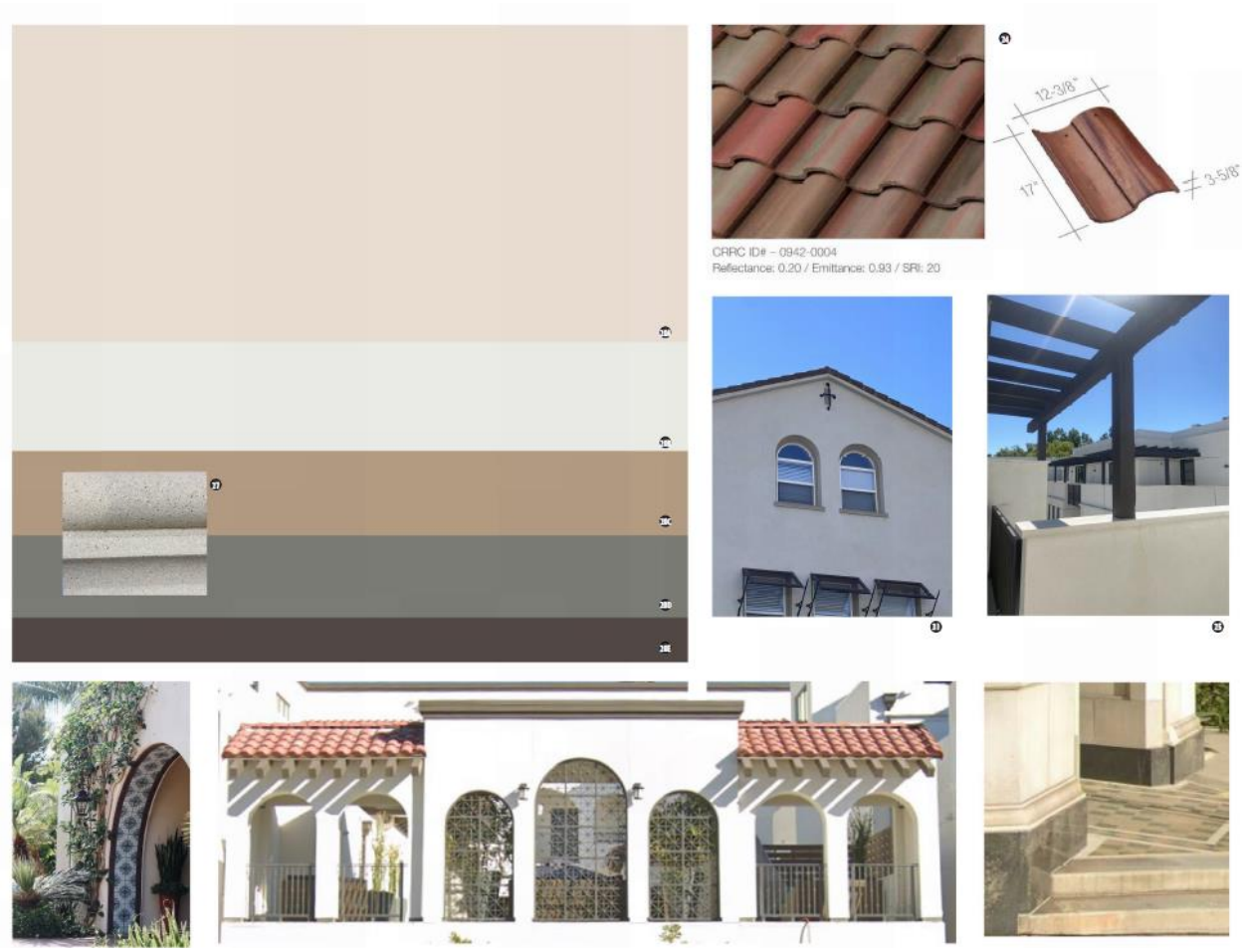
E. A minimum of 1 wrought-iron element (such as railings, hardware, and gates) shall be used.

The following sample building materials proposed are illustrated on the south building elevations:

*Proposed color and materials details.

4.8.2 DOORS AND WINDOWS

A. Accent windows shall be a minimum of ten percent of the total windows.
B. The primary facade shall include a minimum of one arched element.
C. All primary entrance-door surrounds shall be banded with ceramic tile, molded plaster, or painted accents.
D. Vinyl or vinyl-clad windows are permitted if they are a dark color that is complementary or typical of the architectural style of the building.



E. Windows are not required to be recessed to ensure the long-term viability of the building envelope and prevent water intrusion.
F. Door and window trim may include wood, faux wood (i.e., Alumawood) cast stone, pre-cast concrete, glass fiber, reinforced concrete, and cement fiber board.

4.8.3 ROOF

A. A flat roof is proposed to meet the requirements of Title 24 and maximize solar PV arrays onsite.

B. When a flat roof is used, it shall be screened by a parapet that is an extension of the wall plane or by a modified Mansard roof.

C. Red, fired, clay tile roofs. Tile types include both Spanish (S-shaped) and Mission (half-cylinder) or concrete S 2-piece roof tiles.

4.8.4 DECORATIVE DETAILS

All residential projects 4 stories and taller shall provide a minimum of 5 of the following:

- Entry/front porch or patio;
- Decorative tiles;
- Clay tile vents;
- Wrought-iron balcony railings or support brackets;
- Dark-metal light fixture and hardwares;
- Paired wood (or wood simulated) garage doors with iron hardware,
- Verandas, pergolas, or arcades,
- Exterior stairs, and/or
- Awnings with metal spear supports.

4.9 STORAGE

Lockable private storage space for each residential unit may be provided within a storage building or a space directly accessible from the dwelling, such as an exterior closet accessed from a patio or balcony if screened from public view. Storage is not required but can be provided if feasible.

4.10 OPEN SPACE

To enhance the quality of life for residents, areas for physical activity, relaxation, and social engagement, common open spaces shall be provided to foster a sense of community and cohesion. Two types of open space are required, private and common open space. These open space areas are for the use of the on-site residents and their guests. Required street setback areas are not counted towards common open space requirements.

4.10.1 PRIVATE OPEN SPACE

Private open space shall be provided for each residential unit in order to provide private outdoor areas that can be enjoyed for exclusive use by the occupant of the residential unit and their guests. Types of areas considered private open space include balconies, decks, and enclosed patios and yards. A minimum of 60 square feet of private open space shall be provided for each residential unit.

4.10.2 COMMON OPEN SPACE

Common open space shall be provided to allow for both passive and active types of recreation, along with site landscape amenities. These areas are for use by project residents and their guests and may include indoor recreational facilities. The amount of required common open space shall be a minimum of 15% of the total lot area and include at least one of the following landscaped open space types: forecourt of 15 by 15 feet, side garden, 20 by 30-foot interior court, and passages between buildings.

Areas not considered common open space include: [1] parking lots; [2] walkways along or between buildings; [3] parking lot landscaping; [4] street setback areas; and [5] other areas not intended for active or passive recreation.

4.11 PARKING STANDARDS

Given the PUD area's location along a major transportation corridor, with access to multiple bus lines and the upcoming West Valley Connector BRT line, future projects should consider a parking ratio that is below the parking standards included in the City of Ontario Zoning Code. Based on recent legislation, best practices in the region, and the PUD location and proximity to transit, a Development Plan that proposes multifamily residential development that has affordability restrictions in place will be required to provide parking based on the following ratios:

TABLE 4-3: REQUIRED PARKING

UNIT SIZE/USE	REQUIRED PARKING RATIO	PARKING REQUIRED
1 bedroom unit/studio	1.0 spaces per unit	13 spaces
2-bedroom unit	1.3 spaces per unit	88.4 spaces
3-bedroom unit	1.7 spaces per unit	107.1 spaces
Visitor parking	0.075 spaces per unit	10.8 spaces
Staff parking	--	3 spaces
TOTAL		**222.3 spaces**

Market-rate residential projects or mixed-use projects that do not require affordability restrictions on housing units are subject to the City of Ontario parking standards as shown in the Municipal Code.

A proposed Development Plan may propose secure resident and guest parking within the PUD site in conformance with the standards listed above. To ensure future residential parking is controlled, the Development Project will ensure that a parking management plan is in place by a property manager upon development completion.

In no event shall street parking be allowed on Holt Boulevard. Should adjacent parcels with complementary residential uses be developed in the future, shared parking strategies shall be allowed under this PUD so long as a parking management plan is in place and updated to meet all onsite parking needs.

4.12 PARKING DESIGN

Parking shall be designated in compliance with the applicable standards in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code and the City's Objective Design and Development Standards. The development proposes the development of approximately 239 surface parking spaces. Surface parking will comply with the following standards:

4.12.1 SURFACE PARKING LAYOUT

A. Setbacks. Surface parking lots adjacent to public or private streets shall include a landscaped and irrigated setback a minimum of 5 feet in width measured from the property line, or aligned with the building façade, whichever is greater.

B. Orientation. Surface parking lots shall be located at the rear, side, or internal lot lines and away from the front lot line.

4.12.2 SURFACE PARKING SCREENING

A. Street-adjacent parking lots shall be screened from view by a low wall or hedge no higher than 3 feet in height.

B. Views from neighboring properties shall be screened with trees and shrubs.

4.12.3 SURFACE PARKING LOT DESIGN

A. Landscape. Landscaping materials shall be applied in compliance with the applicable objective parking lot landscape standards contained in Ontario Development Code Section 6.05.030

4.12.4 SURFACE PARKING ACCESSORY STRUCTURES

A. All accessory structures, including carports, if used, shall match the architectural style and/or colors of the project buildings.

4.13 EQUIPMENT SCREENING

All roof-mounted and ground-mounted equipment shall be fully screened from a view of the public street and adjacent developments. The location of items shall be designed to allow screening with landscape materials, walls, architectural features, parapet walls, etc. Screening should be designed in a way that seamlessly integrates screening within a proposed Development Project.

4.14 FENCES AND WALLS

Fences and walls for a proposed Development Project shall be made of decorative materials that are compatible with the overall architectural character of the development within the PUD area. All fences and walls shall be in scale with the development to fulfill such needs as screening and security. Fences, walls, and hedges within the PUD area shall comply with Engineering Corner Sight Distance Standards and other applicable standards. All decorative walls, monuments, and other similar features shall not encroach into the public street right-of-way. Within the PUD area, fences and walls shall be limited to a maximum of six feet (6') in height within the interior, rear, and front entry areas consistent with the requirements of the Mixed Use-6 land use district.

4.15 SIGNS

Signs must comply with the City of Ontario Development Code and be coordinated through a comprehensive sign program.

4.16 SERVICE FACILITIES

Service facilities such as trash enclosures and parking areas shall be designed, located, and oriented to have a minimal visual impact on the development frontage within the PUD area. Trash enclosures shall be designed to coordinate with the architecture, colors, and materials of the development and shall be located to provide adequate access for trash pickup without encroaching into access drives or landscaped areas. Trash enclosures shall be designed and constructed with a solid roof cover which shall also be designed to match the architecture of the development.

5 CIRCULATION & INFRASTRUCTURE

5.1 VEHICLE CIRCULATION

Proposed Development Projects within the PUD area are required to provide adequate vehicle connections from potential buildings to the public street. Primary access to a future Development Project shall be provided through at least one central fifty-seven (57') foot gated vehicular access point. A secondary twenty-six-foot (26') driveway for emergency vehicle access shall be provided off Holt Boulevard at the western end of the PUD area. Within the PUD area, drive aisles are two-way and a minimum of twenty-six feet (26') wide to ensure adequate emergency vehicle access.

5.2 PEDESTRIAN CONNECTIONS

Proposed Development Projects within the PUD area will be required to provide adequate pedestrian connections from residential buildings to the public street. This can be achieved through pedestrian gates along street frontages and/or access gates near driveways.

5.3 MASS TRANSIT

The proposed Development Project within the PUD area should encourage the use of existing bus stops by providing pedestrian connections to east and westbound destinations through [Omnitrans 61] with bus stops located on the northeast corner of Holt Boulevard and Allyn Avenue as well as

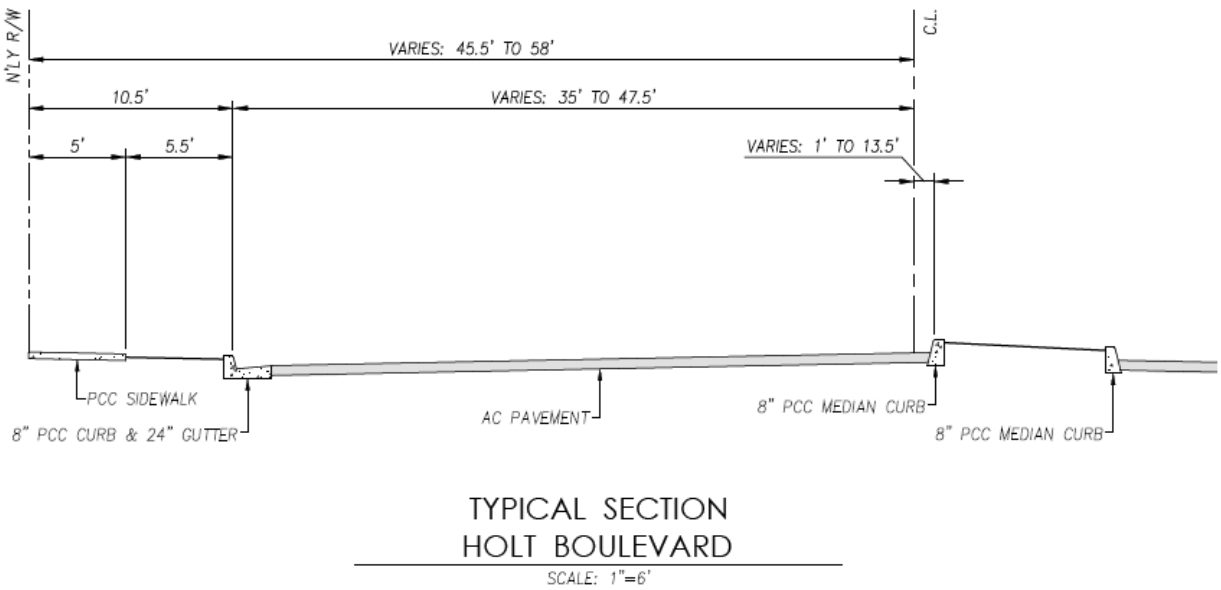
the southeast corner of Holt Boulevard and Bon View Avenue. The PUD site is also roughly 0.4 miles from the anticipated West Valley Connector stop at the corner of Grove Avenue and Holt Boulevard.

5.4 STREET DEDICATIONS AND EASEMENTS

Proposed Development Projects within the PUD area shall dedicate right-of-way (ROW) along all street frontages as necessary to increase the right-of-way to ultimate width with a modified parkway section (Holt Boulevard) consistent with the West Valley Connector Bus Rapid Transit (BRT) line. Widths along the Holt Boulevard frontage will vary from approximately 58 feet at the western boundary tapering to approximately 45 feet for the majority of the site frontage.

Development projects will accommodate the required ultimate right-of-way for Holt Boulevard to ensure that the proposed right-of-way Holt Boulevard can accommodate the development of the West Valley Connector BRT line.

EXHIBIT 5-1: HOLT BOULEVARD TYPICAL ROW



5.5 PUBLIC RIGHT-OF-WAY IMPROVEMENTS

As development projects are proposed within the PUD area, prospective developers are responsible for improving the public right-of-way to be consistent with the City's General Plan and Municipal Code. Public right-of-way improvements are required to include but are not limited to the following: street pavement, curb & gutter, parkway landscaping, parkway irrigation, raised landscape median with irrigation on Holt Boulevard, public sidewalks, traffic signage and striping, streetlights, bus stop, bus shelter, and amenities. The extent of the required improvements shall be determined for each development plan. At a minimum, the improvements shall incorporate all items along the street frontages of the properties to be developed with proper transitioning of the entire block frontage if not being installed simultaneously. Improvements along the street frontage for the entire block may be required at the time of the development plan review.

5.6 INFRASTRUCTURE

Water service for the PUD site will be provided by the existing 12-inch water line in Holt Boulevard. Wastewater flows for the PUD will also be designed to connect to the existing 30-inch sewer line in Holt Boulevard. On-site stormwater drainage facilities shall be provided to capture and infiltrate a 2-year, 1-hour storm event, consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, or underground stormwater detention/retention/infiltration vaults. The existing Master Plan storm drain at Virginia Avenue and Holt Boulevard is built to the ultimate requirement; consequently, additional storm drain system extensions are not necessary. All building roof and paved area runoff shall be directed into depressed landscaped swales, trenches, or basins, within the development, to comply with the requirement to capture and infiltrate the 2-year, 1-hour storm event runoff. All proposed Development Plans are required to prepare a Preliminary Water Quality Management Plan. All Priority Land Use (PLU) areas shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit.

Sewer mains in Nocta Street and Allyn Avenue will need to be installed per City Standards and Guidelines to accommodate the project. All existing unused sewer lines traversing the project site as well as any unused manholes on the project site will be abandoned per the City's Standards. In instances where sewer lines are abandoned, the PUD requires that any adjacent properties impacted be reconnected to sewer mains along Nocta Street and Allyn Avenue.

Utility lines (electric, communications, TV, etc.) located onsite that are currently overhead will be placed underground unless they run along a property line that would allow them to remain and would not impact the proposed housing development and/or it is determined to be financially or physically infeasible and/or requires approval or access from neighboring property owners. The existing overhead utility lines and utility poles along the eastern, northern, and western edges of the site may remain in place with appropriate setbacks and easements.

Street lighting shall be installed along the public right-of-way off Holt Boulevard in line with City of Ontario Standards. The type of street lighting will be determined at the time of development plan review.

5.7 LANDSCAPING + DRAINAGE PLAN

A conceptual landscape plan and preliminary drainage plan shall be submitted with each Development Plan proposed within the Holt + Allyn Planned Unit Development area. The plan shall specify all landscape and hardscape elements for the development site and indicate how the improvements will coordinate with the other sites within the PUD. The landscape plans and/or civil plans shall show the location of all ground-mounted utility structures such as transformers, backflow prevention devices, trash enclosures, and HVAC equipment, and indicate the methods for screening these items. All utility structures and equipment shall be screened from view of the public streets and adjacent developments.

Water conservation shall be provided through drought-tolerant plant species, hydro zones, water-efficient irrigation, and weather-based controllers. Landscaped areas may be used for stormwater infiltration through vegetated swales, detention or retention basins, or dry wells as needed with the use of appropriate planting materials. Broad canopy shade trees shall be used to reduce heat gain on buildings, paving, and parking areas. The plan shall identify all existing trees on site and preserve them where possible. The landscape design shall meet the requirements of the Landscape Development Standards and shall create well-functioning spaces within a sustainable design.

Within the PUD area, the building façade shall be complemented by a curated planting palette along the building frontage. Additionally, in conformance with the BRT Plans, the right-of-way widths fronting the building will meet the Holt Blvd parkway (landscape + sidewalk) of ten and a half feet (10.5') width. Parkway landscaping and irrigation, although within the public right-of-way, will be installed and maintained by each development. Additionally, trees along street frontages shall comply with the variety, size, and spacing as directed by the City of Ontario Master Street Tree Plan.

6 ADMINISTRATION

6.1 ITEMS NOT ADDRESSED IN PUD

Any terms, requirements, or regulations not addressed within the PUD document shall be governed by the City of Ontario Development Code, the regulations of the General Mixed-Use zones, and City Standards.

6.2 DEVELOPMENT APPLICATIONS

Development Plans for projects within the Holt + Allyn PUD area, along with fees and other required items, shall be submitted for review and approval per the requirements contained in Article 8 of the City of Ontario Development Code and the General Application.

6.3 ADMINISTRATIVE EXCEPTIONS

Deviation from the development standards set forth in this document may be granted up to a maximum of ten percent (10%) by the Zoning Administrator. Any deviations from the City of Ontario's development standards will be considered an incentive/concession in lieu of a variance.

6.4 AMENDMENTS TO THE PUD

Any amendments to the PUD document are subject to the Ontario Development Code Section 4.01.030.

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ORDINANCE NO. _____

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

WHEREAS, National CORE ("Applicant") has filed an Application for the approval of a Planned Unit Development, File No. PUD24-002, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 5.73 acres of land generally located near the northeast corner of East Holt Boulevard and Allyn Avenue, approximately 140 feet east of the intersection, within the MU-6 (East Hold Mixed Use) zoning district, and is presently vacant; and

WHEREAS, the property to the north of the Project site is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with residential uses. The property to the east is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with commercial and residential uses. The property to the south is within the IP (Industrial Park) zoning district, and is developed with residential uses and vacant land. The property to the west is within the MU-6 (East Holt Mixed Use) zoning district, and is developed with retail and residential uses; and

WHEREAS, on January 27, 2010, the Ontario City Council certified The Ontario Plan Environmental Impact Report in conjunction with File No. PGPA06-001 (City Council Resolution No. 2010-006), and on August 16, 2022, the Ontario City Council certified The Ontario Plan 2050 Update Supplemental Environmental Impact Report in conjunction with File No. PGPA20-002 (City Council Resolution No. 2022-129). The Ontario Plan and associated Environmental Impact Report analyzed the Project site and established guidelines for development, including but not limited to, general land use (Mixed Use – Holt (MU-Holt), which stipulates 14.0 to 40.0 du/ac, 2.0 FAR for office uses, and 1.0 FAR for retail uses); and

WHEREAS, on December 17, 2024, the Ontario Housing Authority approved a Disposition and Development Agreement with the Applicant to facilitate the development of the subject affordable housing development; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the Project is exempt from CEQA through Section 15183, and the application of that exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 153183.3; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and act 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 2050, 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 ("ONT"), 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 (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 February 25, 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. PC25-004 recommending the City Council approve the Application; and

WHEREAS, on April 15, 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 Ordinance have occurred.

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The proposed Development Plan is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15183 (Project Consistent with a Community Plan or Zoning) of the CEQA Guidelines and meets all of the following conditions:

(a) ***The Project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified***. The Project site is within the Holt Boulevard Mixed Use Area as designated by TOP 2050 and would contain 144 residential units across two buildings. This is consistent with the uses analyzed in the TOP 2050 Supplemental EIR and allowed by the Holt Boulevard Mixed Use Area designation.

(b) ***There are no Project specific effects which are peculiar to the Project or its site, and which the TOP 2050 Supplemental EIR failed to analyze as significant effects*****.** The subject property is similar to other properties in the area, including its land use designation and zoning. The property does not support any peculiar environmental features, and the Project would not result in any peculiar effects. The TOP 2050 anticipated the proposed development on the project site and Project impacts were adequately analyzed by the TOP 2050 Supplemental EIR. The TOP 2050 Supplemental EIR identified three environmental impact areas for which mitigation measures were required to reduce potential environmental impacts to a less than significant level: (1) cultural resources; (2) geology and soils; and (3) tribal cultural resources. The proposed project will be required to comply with these mitigations where applicable. The TOP 2050 Supplemental EIR also identified that the TOP 2050 would result in significant and unavoidable environmental impacts that could not be avoided or reduced to less than significant levels through mitigation measures. These include: (1) air quality; (2) cultural resources; (3) noise; (4) transportation. The proposed project will not create additional significant or unavoidable impacts that were not already addressed through the TOP 2050 Supplemental EIR.

(c) ***There are no potentially significant off-site and/or cumulative impacts which the TOP 2050 Supplemental EIR failed to evaluate*****.** The Project is consistent with the land use characteristics of the development considered by the TOP 2050 Supplemental EIR and would represent a small part of the growth that was forecasted for build-out of the TOP 2050. The TOP 2050 Supplemental EIR considered the incremental impacts of the Project, and no new Project-specific impacts are anticipated. Therefore, the Project would

not result in any potentially significant cumulative impacts which were not previously evaluated in the TOP 2050 Supplemental EIR.

(d) ***There is no substantial new information which results in more severe impacts than anticipated by the TOP 2050 Supplemental EIR*.** No new information has been identified which would result in a determination that the Project would have a more severe impact than anticipated by the TOP 2050 Supplemental EIR.

(e) ***The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR*.** The Project will undertake feasible mitigation measures specified in the TOP 2050 Supplemental EIR and subsequently adopted by the City. These TOP 2050 Supplemental EIR mitigation measures will be undertaken through Project design, compliance with regulations and ordinances, the Project's conditions of approval, and City permit processing; and

(3) The application of the exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

(4) The determination of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The Project site is one of the properties listed in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report. The Housing Element Sites Inventory designates the site for 108 units in the very low/low-income category; however, the proposed Project includes 144 units in the very low/low-income category, exceeding the originally anticipated number. The Housing Element Sites Inventory will be amended to reflect this change.

SECTION 3: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

On April 19, 2011, the City Council of the City of Ontario approved and adopted the 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 decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 4: ***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 3, above, the City Council hereby concludes as follows:

(1) ***The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Project is located within the Mixed Use – Holt Boulevard land use district of the Policy Plan Land Use Map, and the MU-6 (East Hold Mixed Use) zoning district. The development standards and conditions under which the proposed project will be constructed and maintained, is consistent with goals, policies, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The City Council has required certain safeguards, and has required certain changes, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy components of The Ontario Plan 2050.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** A thorough review and analysis of the proposed project and its potential to adversely impact properties surrounding the subject site was completed by City staff. As a result of this review, certain design considerations were incorporated into the project to mitigate the identified impacts to an acceptable level, including the use of the upgraded materials, the inclusion of certain architectural design elements on building exteriors, intensified landscape elements, and decorative hardscape elements.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed PUD, a thorough review and analysis of the proposed project and the project site's physical suitability for the proposed project was completed, included analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The proposed PUD addresses aspects of the project that are specifically related to the Development Plan proposed in conjunction with PUD application, including necessary building setbacks, site access points, off-street parking and site circulation, and architectural character.

SECTION 5: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described Planned Unit Development, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6: ***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 7: ***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 8: ***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 9: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 10: ***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 6th day of May 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held April 15, 2025 and adopted at the regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 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. PUD24-002
Holt + Allyn Planned Unit Development

(Document follows this page)

Holt + Allyn Planned Unit Development

File No: PUD24-002
Draft: December 2024
Revised: January 2025

Prepared By:

National Community Renaissance ®
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

ONYX ARCHITECTS
316 N. Sierra Madre Blvd.
Pasadena, CA 91107

TABLE OF CONTENTS

1. INTRODUCTION 5

1.1 Overview 5

2. PROJECT OBJECTIVES 7

2.1 General Plan Consistency 7

2.2 Center City Redevelopment Plan Objectives 12

2.3 PUD District Purpose And Objectives 12

3. LAND USE PLAN 14

3.1 Land Use Designation 14

3.2 Permitted Uses 16

4. DEVELOPMENT REGULATIONS AND DESIGN STANDARDS 17

4.1 Building Intensity 17

4.2 Building Height 17

4.3 Building Setbacks 18

4.4 Building Separation 18

4.5 Building Orientation 18

4.6 Building Types 19

4.7 Architectural Character 20

4.8 Materials And Detailing 21

4.9 Storage 24

4.10 Open Space 24
4.11 Parking Standards 25
4.12 Parking Design 26
4.13 Equipment Screening 27
4.14 Fences And Walls 27
4.15 Signs 27
4.16 Service Facilities 28
5. CIRCULATION & INFRASTRUCTURE 29
5.1 Vehicle Circulation 29
5.2 Pedestrian Connections 29
5.3 Mass Transit 29
5.4 Street Dedications And Easements 30
5.5 Public Right-Of-Way Improvements 31
5.6 Infrastructure 31
5.7 Landscaping + Drainage Plan 32
6. ADMINISTRATION 34
6.1 Items Not Addressed In PUD 34
6.2 Development Applications 34
6.3 Administrative Exceptions 34
6.4 Amendments to the PUD 34

1 INTRODUCTION

1.1 OVERVIEW

The Holt + Allyn Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of five parcels bounded by Holt Boulevard to the south and residential parcels along Nocta Street to the north and Allyn Avenue to the west [see Exhibit 1-1, Project Location Map]. The project site is envisioned to accommodate a high-quality residential use development on the parcels that face Holt Boulevard. The Holt + Allyn Planned Unit Development (PUD) will replace the existing zone district designations and zoning standards that apply to the affected properties. Unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply. City Staff and private developers will rely on this PUD to determine whether precise plans for development ("Development Plans") will adequately meet the City's land use and design objectives.

Located near the northeast corner of East Holt Boulevard and North Allyn Avenue, the 5.73-acre site is situated along the Holt Boulevard Corridor and within the East Holt Boulevard Mixed Use Area. Through these designations, the Ontario Plan seeks to encourage the redevelopment of Holt Boulevard into medium-density residential uses integrated with commercial, workplace, and urban facades.

EXHIBIT 1-1: PROJECT LOCATION MAP

PUD Area

2 PROJECT OBJECTIVES

2.1 GENERAL PLAN CONSISTENCY

Within the Ontario Policy Plan (General Plan) the Holt + Allyn PUD site is designated Mixed Use – Holt Blvd. The Ontario Plan describes the Mixed-Use – Holt Blvd designations as "a low-rise (3-5 stories) intensification of the Holt Corridor. The intent is to create identity and place, connect the corridor to Downtown, and connect the Downtown to the Ontario Airport Metro Center." Within the community design element, the Policy Plan envisions all corridors to carry unique identities with infill development; create comfortable, safe, human-scale public realms, including pedestrian paths, such as sidewalks that provide access to new housing, and meet mobility needs of residents, transit riders, workers and visitors; complete and connect mobility networks for convenient bicycle travel; accentuate the linear nature of the corridor by providing seamless transitions from less intense residential neighborhoods to higher density infill sites; and enable and promote human activity through activated street frontages.

The Holt + Allyn Apartments are consistent with the principles, goals, and policies contained within the components that make up the Ontario Policy Plan, including (1) Vision, (2) Policy Plan, (3) Implementation Programs, and (4) City Council Priorities. The policies implemented by this PUD are as follows:

1. VISION

On February 13, 2007, the Ontario City Council adopted The Ontario Vision. The central theme that motivates the Vision is – *"A sustained, community-wide prosperity which continuously adds value and yields benefits."* Everything the City does and every action the City takes is done with

this simple yet comprehensive theme in mind, from the design quality of the built environment, to the intent of designing socio-economic programs, to the way in which its leaders govern as a community. In discussing a Vision that would endure for the lifetime of The Ontario Plan (30 years or more), the City Council recognized that there are four components that serve as the basic building blocks that set the foundation for a unified and prosperous community. These foundational blocks must be expressed and widely accepted throughout the Plan's lifetime. They are:

1. A **Dynamic Balance** that enables our community to confront the continued vigorous growth of the region and technological change with confidence and a sense of opportunity.

2. A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people of Ontario and is broadly – though not uniformly – shared.
3. **Distinctive Development** that integrates our varied and diverse focal points, districts, villages, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

4. **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

The Holt + Allyn PUD will implement the Ontario Vision in ways that will further the City's desire to be a sustainable and prosperous community.

RESIDENTIAL DEVELOPMENT

- The PUD allows for the development of multifamily housing on a site near schools, recreation, and cultural facilities, places of worship, places of employment and shopping, and a future high-quality public transportation line.

- The development standards encourage multifamily residential development, further diversifying the City's housing stock and balancing the City's jobs-to-housing ratio that is essential to maintain quality of life within the community.

- The PUD encourages a comprehensive and diverse housing stock that offers broad choices for the diverse workforce and local families, by introducing new affordable multifamily housing units.

DEVELOPMENT QUALITY

- The PUD requires a well-designed project with high-quality materials that complement the existing neighborhood and will enhance the distinctive architectural styles within the City.

- The development standards require future projects to consider the existing built environment and open spaces, ensuring careful attention to detail at every scale, including public and private spaces and structures.

MOBILITY

- The PUD is located along the future West County Connector bus rapid transit (BRT) line currently under construction and encourages higher-density development near high-frequency transportation facilitating an exceptional degree of movement and connectivity.

- Within the development standards, proposed projects will provide features and amenities to encourage the use of alternative forms of transportation including bicycles, buses, and walking.

PUBLIC SAFETY

- The PUD will ensure that the project is integrated into the existing neighborhood and that connections are made to residential neighborhoods, schools, parks, community centers, and cultural facilities in the surrounding area.

LEISURE AND CULTURAL ACTIVITIES

- The PUD will require recreational amenities, community facilities, and programs that offer ample recreation and cultural involvement by a diverse resident population.

RESOURCE CONSERVATION AND ENHANCEMENT

- The location of the PUD on the future West County Connector line provides a unique opportunity to reduce vehicle trips and air pollutants, resulting in improved air quality in Ontario and the region.

2. POLICY PLAN

Goal LU1: Balance. A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

- The PUD allows for the development of a multifamily residential project on infill parcels preserving open space and ensuring access to necessary services and infrastructure. The proposed project will be affordable to households earning less than 60 percent of the area median income (AMI) which will provide opportunities for lower-income families to live close to work, commute via public transportation, and maintain a decent quality of life. The

PUD will also encourage sustainable development practices and LEED certification within all applicable projects.

Goal LU2: Compatibility. Compatibility between a wide range of uses.

- The PUD evaluates the existing uses surrounding the property and buffers new development through setbacks and step backs.

Goal LU3: Flexibility. Staff, regulations, and processes that support and allow flexible responses to conditions and circumstances to achieve the Vision.

- The establishment of the PUD allows for clear development standards that allow flexibility to achieve the Ontario Vision, improve livability, reduce vehicular trips, create community gathering places and activity nodes, and help create identity.

Goal H1: Neighborhoods + Housing Development Standards. Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity

- The PUD will improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community-building efforts. The PUD will also ensure that adequate public services, infrastructure, open space, parking, traffic management, pedestrian, and bicycle routes, as well as public safety related to the project are consistent with the City's master and neighborhood plans.

Goal H2: Housing Supply & Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics and support and reinforce the economic sustainability of Ontario.

- The PUD will revitalize the Holt Boulevard corridor, in conjunction with the construction of the West County Connector by encouraging the production of higher density residential uses that are architecturally, functionally, and aesthetically suited to corridors. The PUD also encourages infill development on a vacant parcel that is identified within the City's 2021-2028 Housing Element as an opportunity site to meet the City's Regional Housing Needs Allocation (RHNA). A proposed project on the site will be affordable to households earning less than 60 percent of the area median income (AMI) which will provide opportunities for lower income families to live close to work, commute via public transportation, and maintain a decent quality of life.

Goal H4: Housing Assistance. Increased opportunities for low and moderate-income households and families to afford and maintain quality ownership and rental housing opportunities, including move-up opportunities.

- The PUD is a collaborative partnership with a nonprofit affordable housing developer to produce affordable housing and supports the City's goal to provide rental assistance for individuals and families earning extremely low, very low, and low income with funding from the state and federal government.

Goal H5: Special Needs Housing. A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.

- The PUD allows for and encourages the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of supportive services, recreation, and other amenities.

3. HOUSING ELEMENT PRINCIPLES

This PUD furthers the City of Ontario Housing Element by implementing core principles included therein, such as:

- Providing a range of housing for all income levels is essential to a complete community.
- Affordable, quality housing helps attract and retain a qualified workforce and supports a prosperous local economy.

4. CITY COUNCIL PRIORITIES

The Holt + Allyn PUD is consistent with the City Council's desire to:

- Invest in the Growth and Evolution of the City's Economy.
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

5. IMPLEMENTATION

The Holt + Allyn PUD implements the Ontario Plan as the PUD is a public-private partnership proposing a multifamily Development Project on a site identified within the City's Housing Element land inventory and furthers the City's goal to apply for funding from the Affordable Housing Sustainable Communities (AHSC) Program to connect housing and transit to reduce greenhouse gas emissions.

2.2 CENTER CITY REDEVELOPMENT PLAN OBJECTIVES

The Center City Project Area encompasses the historic Euclid Avenue District, including parts of East Holt Boulevard. Ontario's City Hall and surrounding Civic Center, Senior Center, Main Library, the Museum of History and Art, Ontario Town Square, and the Law School of the University of La Verne are all within the Center City project area. Development within the downtown area is designed to create an immediate and positive identity transforming the vicinity into a comfortable place to stroll and be seen. Along the Holt Boulevard Corridor and surrounding neighborhoods, the PUD encourages the development of low-rise buildings that include both residential and a mixture of retail uses to maximize the economic vitality of the community and create an urban environment where residents can live and work in Ontario. It also seeks to boost commercial activity by increasing the supply of housing and improving aesthetics on major corridors such as Holt Boulevard.

The goals of the Center City Project include:

- Improving aesthetics along major corridors.
- Promoting the creation of a mixed-use urban village in the Civic Center area; and
- Preserving the City's historic commercial structures, neighborhoods, and housing stock.

This PUD furthers each of those goals by laying the foundation for catalytic redevelopment along the East Holt Boulevard corridor – a connecting arterial into the City's downtown core.

2.3 PUD DISTRICT PURPOSE AND OBJECTIVES

The purpose of the Holt + Allyn PUD as part of the MU-6 (East Holt Mixed-Use) District is to secure the residential uses of the general plan; promote high-quality design standards in urban design; encourage the development of mixed-use residential communities, all while establishing regulations and standards appropriate to the specific need for affordable housing for working families in the area.

The intent of the Holt + Allyn PUD is to:

- Promote development projects that are consistent with The Ontario Plan and Policy Plan.

- Establish a sense of place and identity along the Holt Boulevard Corridor and provide a connection between the Downtown Mixed-Use Area and the Ontario Airport Metro Center.

- Achieve high-density residential development or mixed-use development, and diversification of housing types, while maintaining high quality in design and construction.

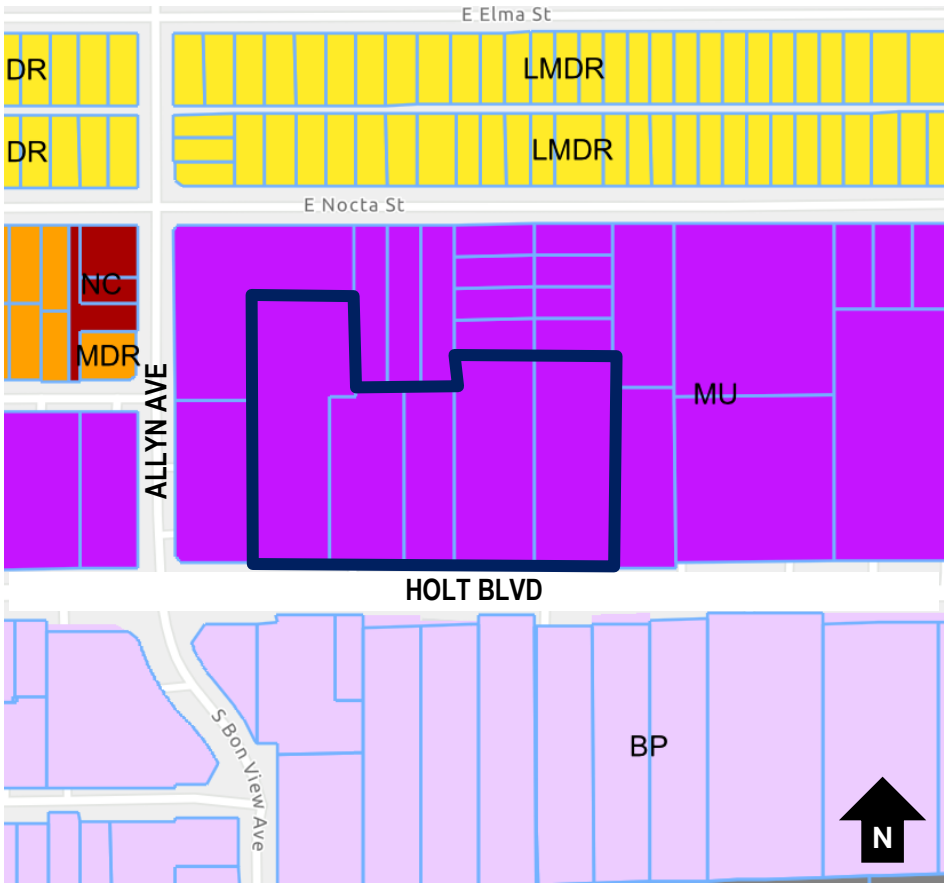
- Encourage clustering of structures to preserve a maximum amount of continuous open space.

3 LAND USE PLAN

3.1 LAND USE DESIGNATION

The Holt + Allyn Planned Unit Development (PUD) includes 5 parcels that are designated Mixed Use (MU) within the Ontario Plan and MU-6 in the City's Zoning Map. The MU-6 zoning district was established to accommodate the intensification of the East Holt Boulevard Corridor with low-rise (up to 5 stories) buildings accommodating a mix of retail and office uses at a development intensity of up to 2.0 FAR and 1.0 FAR, respectively, and residential uses at a density of 14 to 40 DU/AC. The MU-6 zoning district intends to create identity and place along the East Holt Boulevard Corridor and provide a connection between the Downtown Mixed-Use Area and the Ontario Airport Metro Center. The MU-6 zoning district is consistent with and implements the East Holt Mixed Use Area land use designation of the Policy Plan component of The Ontario Plan.

EXHIBIT 3-1: LAND USE DISTRICT MAP



Project Area: Mixed Use (MU)

Adjacent Uses:
- Business Park (BP)
- Low Medium Density Residential (LMDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Mixed Use (MU)

3.2 PERMITTED USES

Holt + Allyn Planned Unit Development does not deviate from the residential permitted uses outlined in Table 5.02-1, *Land Use Matrix* of the City of Ontario Development Code, as summarized in Table 3-1. For a full listing of uses please refer to the Ontario Development Code.

TABLE 3-1, CITY OF ONTARIO LAND USE MATRIX

Land Uses	MU-6
Mixed Use Developments	P
Multiple Family Dwellings	P
Senior Citizen Housing Developments	C
Single-Family Dwellings	P
Single Room Occupancy Facilities	---
Supportive Housing	---
Work/Live Units	C

"P" – Per section 5.02-1 of the Ontario Zoning Code, **Permitted** shall mean the land use, activity, or facility within the specified district is permitted by right of bring in the proper zoning district, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in division 5.03 (Standards for Specific Uses, Activities, and Facilities) of the City's Development Code.

"C" (Conditionally Permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in Division 5.03 (Standards For Specific Uses, Activities and Facilities).

"---" (Prohibited) shall mean the land use, activity, or facility within the specified zoning district is expressly prohibited and shall not be allowed within the specified zoning district unless changed by Development Code Amendment.

4 DEVELOPMENT REGULATIONS AND DESIGN STANDARDS

4.1 BUILDING INTENSITY

Residential land uses within the Holt + Allyn Planned Unit Development will be consistent with the Mixed Use-6 (MU-6) zoning district allowing for residential uses at a density of 14 to 40 dwelling units per acre (DUA) or non-residential development at an FAR of up to 2.0.

4.2 BUILDING HEIGHT

Development within the Holt + Allyn Planned Unit Development will be consistent with the Mixed Use-6 zoning district, which allows for a maximum of fifty feet (50') in height consistent with the City of Ontario General Plan.

To further the City's low-rise mixed use building typology along the East Holt Boulevard corridor, higher density dwellings can be accommodated to increase the supply of housing, foster integrated residential and retail use communities, and increase pedestrian activity. Within the PUD area, multiple family developments should not exceed five stories or 50 feet, for locations within 100 feet of less intense development patterns (existing or planned). In sites where there are vacant adjacent uses zoned for single family development, building height must also not exceed 50 feet or the height of adjacent residential dwellings, whichever is greater.

4.3 BUILDING SETBACKS

Within the Holt + Allyn Planned Unit Development the buildings will comply with the building setback requirements as set forth in Table 4-1 (Minimum Building Setbacks). All setbacks shall be measured from the ultimate property lines after all dedications to develop streets to the ultimate right-of-way width. Placement of buildings, structures, fences, walls, utility facilities, yards, etc. will be based on the street rights-of-way and property line dimensions. Allowable encroachments in yards include (maximum 6' high) property line fences and gates, landscaping, paving, and public utilities.

TABLE 4.1: MINIMUM BUILDING SETBACKS

SETBACK	DISTANCE
1. Minimum Setbacks from Public Street Property Lines / Urban (25 du/ac or greater)	
• Holt Boulevard	0 feet
2. Minimum Setbacks from Interior Project Boundary Property Line	5 feet
3. Minimum Setbacks from Parking Spaces to Living Areas	10 feet

4.4 BUILDING SEPARATION

Within the Holt + Allyn Planned Unit Development the buildings will comply with the building separation requirements as set forth in Table 4-2 (Minimum Building Separation) and are consistent with or are more than the requirements outlined in Table 6.01-3, *Multiple-Family Residential Development Standards*, in the City of Ontario Development Code.

TABLE 4.2: MINIMUM SEPARATION BETWEEN DETACHED BUILDINGS

LOCATION	DISTANCE
Dwelling Front to Front, Rear or Side	< 2-Stories: 25 FT; > 3 Stories: 30 FT
Dwelling Side to Side	< 2-Stories: 25 FT; > 3 Stories: 30 FT
Dwelling Side to Rear	15 FT
Dwelling Rear to Rear	20 FT

4.5 BUILDING ORIENTATION

Building orientation should be designed to minimize noise impacts, aid in property site safety, create proper accessibility to site amenities and parking and maximize views from residential units. Design should also be crafted in a way that creates sound spaces, improving site safety. By blending residential and on-site community amenities, the design of the development project should promote increased walkability. Whenever feasible, Development Projects should locate building edges near the property line along Holt Boulevard to strengthen and define the urban edge and encourage pedestrian activity. Development Projects should create interest and interact with the streetscape through active uses, such as a community center, lobby, offices, and other related uses.

4.5.1 EXTERIOR

A. Orientation towards the exterior of the project area shall be carefully evaluated to ensure a proper relationship.

4.5.2 INTERIOR

A. Buildings should be clustered in a way that creates defensible spaces providing views of interior open spaces and amenities. For units without garage spaces, buildings shall be oriented to create minimal distances from assigned parking spaces to primary or secondary residential unit entries.

4.6 BUILDING TYPES

Within the Holt + Allyn Planned Unit Development the buildings that result in a density of more than 25 units per acre are Urban. For Urban building types the following requirements apply.

4.6.1 MASSING INCREMENTS

Along front and side elevations that face public streets and are longer than 100 feet shall require a minimum of two distinct massing increments. Individual massing increments shall be differentiated from one another using at least one of the following:

- vary parapet height by at least 3 feet, increase number of stories;
- set back upper floor;
- set the upper floor or multiple floors back at least 15 feet from façade; or
- set the entire façade back at least 10 for every 20 feet and/or by incorporating a tower element.

Massing increments that have distinct facades shall appear as distinct buildings and a massing increment design may be repeated on the same project elevation.

Buildings within the PUD area are distinct from one another, have articulation every 100 feet and have incorporated tower elements along Holt Boulevard.

4.6.2 FACADES - BUILDING BASE

Separate the building base from the rest of the façade for at least 12 feet (fewer than 5 stories) using at least one of the following strategies: provide a string course at the top of the first story, specify base material different from the rest of façade, specify body colors different from rest of façade or provide a ground floor Arcade or Gallery.

Buildings within the PUD area provide a base height of 12 feet and include a string course at the top of the first story.

4.6.3 FACADES - BUILDING BODY

The body of the building consists of the façade of all floors located above base and shall be designed as follows: windows shall be organized in bays, bands, curtain wall, and grid of windows and each massing increment must contain its entire façade composition without elements overlapping the division between increments.

4.6.4 FACADES - FENESTRATION DESIGN

Fenestration design addresses the percentage of window and door openings for ground floors and upper floors and glazing transparency. The ground floors of the building along the front lot line will have approximately 35 percent glazing transparency. All other frontages will have approximately 25 percent glazing transparency. For the upper floors of the building, 15 percent glazing transparency will be provided.

Additionally, ground floor windows shall be no higher than 3 feet above the adjacent grade and ground-floor bathroom windows are prohibited on facades that face front lot line.

4.7 ARCHITECTURAL CHARACTER

Due to the size and scale of the PUD project area, many of the buildings' elevations may be visible from the public street, common access drives, common parking areas, or adjacent parcels. As

such, architectural treatments should be carried around to the visible portions of all sides of the buildings. All towers or raised elements should be fully finished on all sides to appear as three-dimensional features.

Development types with densities of greater than 25 dwelling units per net acre shall be characterized as "urban" in their architectural character, as described below. Developments with densities lower than 25 dwelling units per net acre that include more than 5 units shall be characterized as "neighborhood" styles and shall carry the architectural character and are subject to the design requirements outlined in Section 2.2.2 of the Ontario Objective Design Standards. The development shall be designed with a Mission-Spanish architectural style.

Influenced by Spanish/Mediterranean and early Californian styles in the late 19th and early 20th centuries, the Spanish Colonial Revival style is asymmetrically arranged and includes low-pitched roofs covered with S-type clay red roofing tiles, wooden frames with stucco siding, and arches above doors, porch entries, and main windows.

4.7.1 FORM AND MASSING

The following form and massing requirements apply to the Mission-Spanish architectural style

A. Asymmetrical façade/elevations.
B. Three or more roof planes.
C. A minimum of 50 percent of the units shall have balconies or window treatments (such as shutters or awnings).
D. Entrances are recessed a minimum 12 inches.

4.8 MATERIALS AND DETAILING

A variety of durable high-quality materials with a range of textures and patterns that are naturally inherent in the materials should be used. Furthermore, building envelopes will be designed to prioritize meeting and exceeding energy efficiency goals to achieve a Zero Net Energy property. This includes everything from the types of windows, window frames, doors, fenestration percentage, and building exterior specs that will be utilized. Along nonresidential locations with street frontages, vinyl, fiberglass, or aluminum-clad windows shall be utilized to meet the California Energy Code and will resemble wood-framed windows. Alternative wood materials might also be used for window and door trims but will resemble wood to achieve architectural goals. The proposed color scheme for developments within the PUD area should complement surrounding uses with warmer and neutral tones and accent features to create a cohesive design. The development design will use various architectural strategies to create visual interest and fit the

context of its surroundings. This may include varying parapet heights and increasing stories or towers to create aesthetic appeal for the vertical components of the building. Designs should be divided into a base and body with varying design elements utilizing materials or window treatments to break up the massing of the façade. Balconies, awnings, and elements facing the street frontage should adhere to defined standards within this PUD, such as front lot line setbacks. Balconies and entry features along the building frontage must align with the architectural character of the building. Other features are described in greater detail below.

4.8.1 MATERIALS AND COLORS

A. Roof tiles shall use terracotta, brown earth tones, or rustic red color palettes.

B. White, cream, or tan stucco wall with (20/30) textured finish (i.e., hand troweled)

C. Wood-like materials (i.e., Alumawood or similar product) shall be used as secondary wall material for the following and similar elements:

A. Posts and exposed beams.

B. Railing, spindles, and grille work.

C. Shutters, window frames, and doors.

D. If windows have shutters, the shutters' color shall match the accent color that is used for doors or decorative trim.

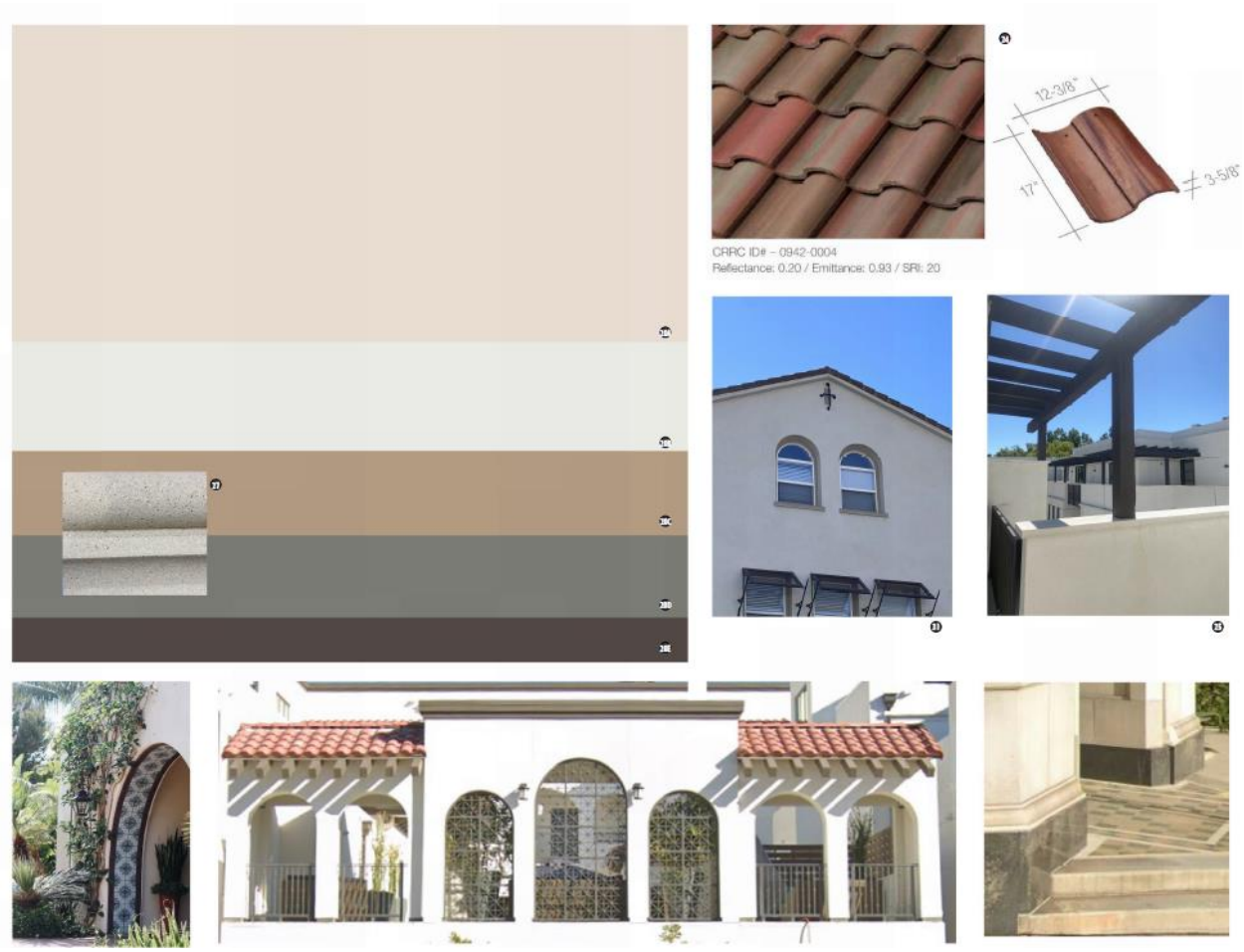
E. A minimum of 1 wrought-iron element (such as railings, hardware, and gates) shall be used.

The following sample building materials proposed are illustrated on the south building elevations:

*Proposed color and materials details.

4.8.2 DOORS AND WINDOWS

A. Accent windows shall be a minimum of ten percent of the total windows.
B. The primary facade shall include a minimum of one arched element.
C. All primary entrance-door surrounds shall be banded with ceramic tile, molded plaster, or painted accents.
D. Vinyl or vinyl-clad windows are permitted if they are a dark color that is complementary or typical of the architectural style of the building.



E. Windows are not required to be recessed to ensure the long-term viability of the building envelope and prevent water intrusion.
F. Door and window trim may include wood, faux wood (i.e., Alumawood) cast stone, pre-cast concrete, glass fiber, reinforced concrete, and cement fiber board.

4.8.3 ROOF

A. A flat roof is proposed to meet the requirements of Title 24 and maximize solar PV arrays onsite.

B. When a flat roof is used, it shall be screened by a parapet that is an extension of the wall plane or by a modified Mansard roof.

C. Red, fired, clay tile roofs. Tile types include both Spanish (S-shaped) and Mission (half-cylinder) or concrete S 2-piece roof tiles.

4.8.4 DECORATIVE DETAILS

All residential projects 4 stories and taller shall provide a minimum of 5 of the following:

- Entry/front porch or patio;
- Decorative tiles;
- Clay tile vents;
- Wrought-iron balcony railings or support brackets;
- Dark-metal light fixture and hardwares;
- Paired wood (or wood simulated) garage doors with iron hardware,
- Verandas, pergolas, or arcades,
- Exterior stairs, and/or
- Awnings with metal spear supports.

4.9 STORAGE

Lockable private storage space for each residential unit may be provided within a storage building or a space directly accessible from the dwelling, such as an exterior closet accessed from a patio or balcony if screened from public view. Storage is not required but can be provided if feasible.

4.10 OPEN SPACE

To enhance the quality of life for residents, areas for physical activity, relaxation, and social engagement, common open spaces shall be provided to foster a sense of community and cohesion. Two types of open space are required, private and common open space. These open space areas are for the use of the on-site residents and their guests. Required street setback areas are not counted towards common open space requirements.

4.10.1 PRIVATE OPEN SPACE

Private open space shall be provided for each residential unit in order to provide private outdoor areas that can be enjoyed for exclusive use by the occupant of the residential unit and their guests. Types of areas considered private open space include balconies, decks, and enclosed patios and yards. A minimum of 60 square feet of private open space shall be provided for each residential unit.

4.10.2 COMMON OPEN SPACE

Common open space shall be provided to allow for both passive and active types of recreation, along with site landscape amenities. These areas are for use by project residents and their guests and may include indoor recreational facilities. The amount of required common open space shall be a minimum of 15% of the total lot area and include at least one of the following landscaped open space types: forecourt of 15 by 15 feet, side garden, 20 by 30-foot interior court, and passages between buildings.

Areas not considered common open space include: [1] parking lots; [2] walkways along or between buildings; [3] parking lot landscaping; [4] street setback areas; and [5] other areas not intended for active or passive recreation.

4.11 PARKING STANDARDS

Given the PUD area's location along a major transportation corridor, with access to multiple bus lines and the upcoming West Valley Connector BRT line, future projects should consider a parking ratio that is below the parking standards included in the City of Ontario Zoning Code. Based on recent legislation, best practices in the region, and the PUD location and proximity to transit, a Development Plan that proposes multifamily residential development that has affordability restrictions in place will be required to provide parking based on the following ratios:

TABLE 4-3: REQUIRED PARKING

UNIT SIZE/USE	REQUIRED PARKING RATIO	PARKING REQUIRED
1 bedroom unit/studio	1.0 spaces per unit	13 spaces
2-bedroom unit	1.3 spaces per unit	88.4 spaces
3-bedroom unit	1.7 spaces per unit	107.1 spaces
Visitor parking	0.075 spaces per unit	10.8 spaces
Staff parking	--	3 spaces
TOTAL		**222.3 spaces**

Market-rate residential projects or mixed-use projects that do not require affordability restrictions on housing units are subject to the City of Ontario parking standards as shown in the Municipal Code.

A proposed Development Plan may propose secure resident and guest parking within the PUD site in conformance with the standards listed above. To ensure future residential parking is controlled, the Development Project will ensure that a parking management plan is in place by a property manager upon development completion.

In no event shall street parking be allowed on Holt Boulevard. Should adjacent parcels with complementary residential uses be developed in the future, shared parking strategies shall be allowed under this PUD so long as a parking management plan is in place and updated to meet all onsite parking needs.

4.12 PARKING DESIGN

Parking shall be designated in compliance with the applicable standards in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code and the City's Objective Design and Development Standards. The development proposes the development of approximately 239 surface parking spaces. Surface parking will comply with the following standards:

4.12.1 SURFACE PARKING LAYOUT

A. Setbacks. Surface parking lots adjacent to public or private streets shall include a landscaped and irrigated setback a minimum of 5 feet in width measured from the property line, or aligned with the building façade, whichever is greater.

B. Orientation. Surface parking lots shall be located at the rear, side, or internal lot lines and away from the front lot line.

4.12.2 SURFACE PARKING SCREENING

A. Street-adjacent parking lots shall be screened from view by a low wall or hedge no higher than 3 feet in height.

B. Views from neighboring properties shall be screened with trees and shrubs.

4.12.3 SURFACE PARKING LOT DESIGN

A. Landscape. Landscaping materials shall be applied in compliance with the applicable objective parking lot landscape standards contained in Ontario Development Code Section 6.05.030

4.12.4 SURFACE PARKING ACCESSORY STRUCTURES

A. All accessory structures, including carports, if used, shall match the architectural style and/or colors of the project buildings.

4.13 EQUIPMENT SCREENING

All roof-mounted and ground-mounted equipment shall be fully screened from a view of the public street and adjacent developments. The location of items shall be designed to allow screening with landscape materials, walls, architectural features, parapet walls, etc. Screening should be designed in a way that seamlessly integrates screening within a proposed Development Project.

4.14 FENCES AND WALLS

Fences and walls for a proposed Development Project shall be made of decorative materials that are compatible with the overall architectural character of the development within the PUD area. All fences and walls shall be in scale with the development to fulfill such needs as screening and security. Fences, walls, and hedges within the PUD area shall comply with Engineering Corner Sight Distance Standards and other applicable standards. All decorative walls, monuments, and other similar features shall not encroach into the public street right-of-way. Within the PUD area, fences and walls shall be limited to a maximum of six feet (6') in height within the interior, rear, and front entry areas consistent with the requirements of the Mixed Use-6 land use district.

4.15 SIGNS

Signs must comply with the City of Ontario Development Code and be coordinated through a comprehensive sign program.

4.16 SERVICE FACILITIES

Service facilities such as trash enclosures and parking areas shall be designed, located, and oriented to have a minimal visual impact on the development frontage within the PUD area. Trash enclosures shall be designed to coordinate with the architecture, colors, and materials of the development and shall be located to provide adequate access for trash pickup without encroaching into access drives or landscaped areas. Trash enclosures shall be designed and constructed with a solid roof cover which shall also be designed to match the architecture of the development.

5 CIRCULATION & INFRASTRUCTURE

5.1 VEHICLE CIRCULATION

Proposed Development Projects within the PUD area are required to provide adequate vehicle connections from potential buildings to the public street. Primary access to a future Development Project shall be provided through at least one central fifty-seven (57') foot gated vehicular access point. A secondary twenty-six-foot (26') driveway for emergency vehicle access shall be provided off Holt Boulevard at the western end of the PUD area. Within the PUD area, drive aisles are two-way and a minimum of twenty-six feet (26') wide to ensure adequate emergency vehicle access.

5.2 PEDESTRIAN CONNECTIONS

Proposed Development Projects within the PUD area will be required to provide adequate pedestrian connections from residential buildings to the public street. This can be achieved through pedestrian gates along street frontages and/or access gates near driveways.

5.3 MASS TRANSIT

The proposed Development Project within the PUD area should encourage the use of existing bus stops by providing pedestrian connections to east and westbound destinations through [Omnitrans 61] with bus stops located on the northeast corner of Holt Boulevard and Allyn Avenue as well as

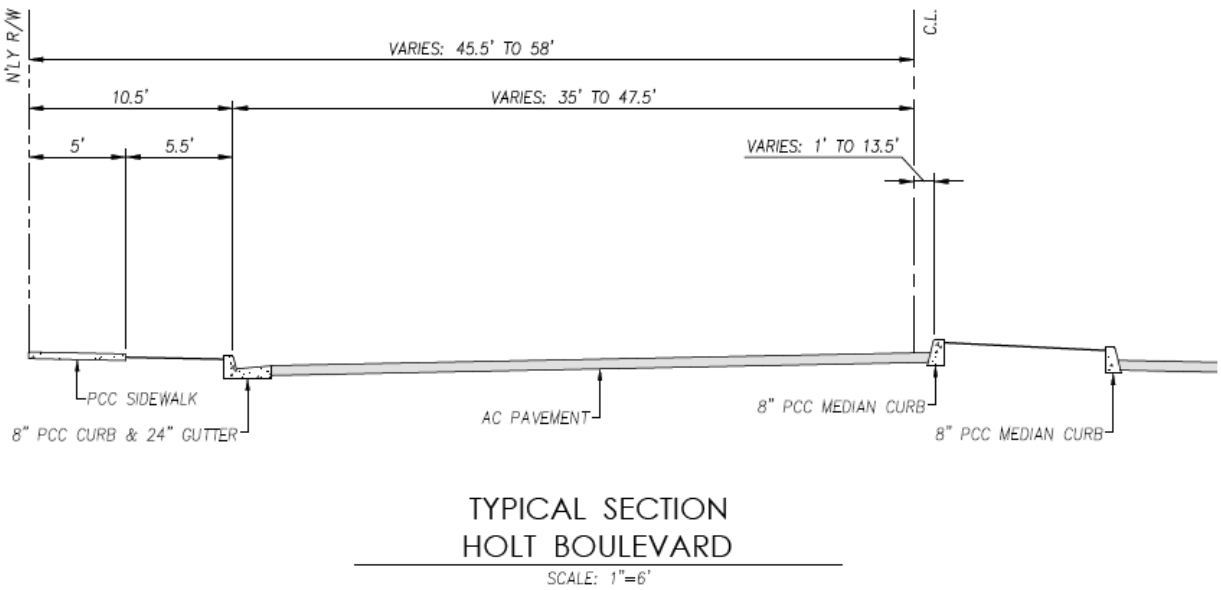
the southeast corner of Holt Boulevard and Bon View Avenue. The PUD site is also roughly 0.4 miles from the anticipated West Valley Connector stop at the corner of Grove Avenue and Holt Boulevard.

5.4 STREET DEDICATIONS AND EASEMENTS

Proposed Development Projects within the PUD area shall dedicate right-of-way (ROW) along all street frontages as necessary to increase the right-of-way to ultimate width with a modified parkway section (Holt Boulevard) consistent with the West Valley Connector Bus Rapid Transit (BRT) line. Widths along the Holt Boulevard frontage will vary from approximately 58 feet at the western boundary tapering to approximately 45 feet for the majority of the site frontage.

Development projects will accommodate the required ultimate right-of-way for Holt Boulevard to ensure that the proposed right-of-way Holt Boulevard can accommodate the development of the West Valley Connector BRT line.

EXHIBIT 5-1: HOLT BOULEVARD TYPICAL ROW



5.5 PUBLIC RIGHT-OF-WAY IMPROVEMENTS

As development projects are proposed within the PUD area, prospective developers are responsible for improving the public right-of-way to be consistent with the City's General Plan and Municipal Code. Public right-of-way improvements are required to include but are not limited to the following: street pavement, curb & gutter, parkway landscaping, parkway irrigation, raised landscape median with irrigation on Holt Boulevard, public sidewalks, traffic signage and striping, streetlights, bus stop, bus shelter, and amenities. The extent of the required improvements shall be determined for each development plan. At a minimum, the improvements shall incorporate all items along the street frontages of the properties to be developed with proper transitioning of the entire block frontage if not being installed simultaneously. Improvements along the street frontage for the entire block may be required at the time of the development plan review.

5.6 INFRASTRUCTURE

Water service for the PUD site will be provided by the existing 12-inch water line in Holt Boulevard. Wastewater flows for the PUD will also be designed to connect to the existing 30-inch sewer line in Holt Boulevard. On-site stormwater drainage facilities shall be provided to capture and infiltrate a 2-year, 1-hour storm event, consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, or underground stormwater detention/retention/infiltration vaults. The existing Master Plan storm drain at Virginia Avenue and Holt Boulevard is built to the ultimate requirement; consequently, additional storm drain system extensions are not necessary. All building roof and paved area runoff shall be directed into depressed landscaped swales, trenches, or basins, within the development, to comply with the requirement to capture and infiltrate the 2-year, 1-hour storm event runoff. All proposed Development Plans are required to prepare a Preliminary Water Quality Management Plan. All Priority Land Use (PLU) areas shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit.

Sewer mains in Nocta Street and Allyn Avenue will need to be installed per City Standards and Guidelines to accommodate the project. All existing unused sewer lines traversing the project site as well as any unused manholes on the project site will be abandoned per the City's Standards. In instances where sewer lines are abandoned, the PUD requires that any adjacent properties impacted be reconnected to sewer mains along Nocta Street and Allyn Avenue.

Utility lines (electric, communications, TV, etc.) located onsite that are currently overhead will be placed underground unless they run along a property line that would allow them to remain and would not impact the proposed housing development and/or it is determined to be financially or physically infeasible and/or requires approval or access from neighboring property owners. The existing overhead utility lines and utility poles along the eastern, northern, and western edges of the site may remain in place with appropriate setbacks and easements.

Street lighting shall be installed along the public right-of-way off Holt Boulevard in line with City of Ontario Standards. The type of street lighting will be determined at the time of development plan review.

5.7 LANDSCAPING + DRAINAGE PLAN

A conceptual landscape plan and preliminary drainage plan shall be submitted with each Development Plan proposed within the Holt + Allyn Planned Unit Development area. The plan shall specify all landscape and hardscape elements for the development site and indicate how the improvements will coordinate with the other sites within the PUD. The landscape plans and/or civil plans shall show the location of all ground-mounted utility structures such as transformers, backflow prevention devices, trash enclosures, and HVAC equipment, and indicate the methods for screening these items. All utility structures and equipment shall be screened from view of the public streets and adjacent developments.

Water conservation shall be provided through drought-tolerant plant species, hydro zones, water-efficient irrigation, and weather-based controllers. Landscaped areas may be used for stormwater infiltration through vegetated swales, detention or retention basins, or dry wells as needed with the use of appropriate planting materials. Broad canopy shade trees shall be used to reduce heat gain on buildings, paving, and parking areas. The plan shall identify all existing trees on site and preserve them where possible. The landscape design shall meet the requirements of the Landscape Development Standards and shall create well-functioning spaces within a sustainable design.

Within the PUD area, the building façade shall be complemented by a curated planting palette along the building frontage. Additionally, in conformance with the BRT Plans, the right-of-way widths fronting the building will meet the Holt Blvd parkway (landscape + sidewalk) of ten and a half feet (10.5') width. Parkway landscaping and irrigation, although within the public right-of-way, will be installed and maintained by each development. Additionally, trees along street frontages shall comply with the variety, size, and spacing as directed by the City of Ontario Master Street Tree Plan.

6 ADMINISTRATION

6.1 ITEMS NOT ADDRESSED IN PUD

Any terms, requirements, or regulations not addressed within the PUD document shall be governed by the City of Ontario Development Code, the regulations of the General Mixed-Use zones, and City Standards.

6.2 DEVELOPMENT APPLICATIONS

Development Plans for projects within the Holt + Allyn PUD area, along with fees and other required items, shall be submitted for review and approval per the requirements contained in Article 8 of the City of Ontario Development Code and the General Application.

6.3 ADMINISTRATIVE EXCEPTIONS

Deviation from the development standards set forth in this document may be granted up to a maximum of ten percent (10%) by the Zoning Administrator. Any deviations from the City of Ontario's development standards will be considered an incentive/concession in lieu of a variance.

6.4 AMENDMENTS TO THE PUD

Any amendments to the PUD document are subject to the Ontario Development Code Section 4.01.030.

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CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Department: Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **A RESOLUTION APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2025-26 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT**

RECOMMENDATION: That the City Council adopt a Resolution for the Downtown Ontario Improvement Association (DOIA) authorizing the levying of the special assessments for Fiscal Year 2025-26.

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

FISCAL IMPACT: Property Tax Assessment amounts are as follows $122,158 from the General Fund for the parcels owned by the City and approximately $19,618 from the Ontario Housing Authority (OHA) Fund for the parcels owned by the OHA. If approved, appropriations will be included in the future Annual Budget to City Council for approval as needed.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved the formation of the Downtown Ontario Community Benefit District (CBD) for an initial five-year term. The objective of the CBD is to provide enhanced services and improvements benefiting downtown businesses and property owners by increasing economic activity and enhancing the value of commercial, retail, and residential property. These services supplement services provided by the City. In its initial five-year term, the CBD has resulted in a cleaner downtown, new businesses, improved operations, and overall support for downtown businesses. On January 16, 2024 the City Council approved a 10-year renewal of the CBD following voter approval by property owners within the District. As a key component of the overall downtown revitalization strategy, the renewal of the CBD supports the ongoing transformation of the downtown into an 18-hour vibrant hub of retail and residential activity.

California Streets and Highway Code, Section 36650, the law governing CBD requirements and processes, requires that the City Council approve the levying of the assessments and approve an

Annual Report. On March 4, 2025, the City Council approved the Fiscal Year 2024-25 Annual Report submitted by the Downtown Ontario Improvement Association (DOIA). The report was consistent with the components outlined in the District Management Plan.

To continue levying the special assessment with the CBD program for the next fiscal year, the City Council must adopt a Resolution to approve this levying of assessments for Fiscal Year 2025-26. The CBD Board of Directors voted on March 20, 2025, in favor of no increase to the property assessments for FY 2025-26. Exhibit A provides a breakdown of the assessment roll based on Assessment Parcel Numbers. The total assessments for all 205 parcels within the CBD for Fiscal Year 2025-26 equal $506,165. The City owns 53 of these parcels, representing approximately $122,158 in property assessments.

Downtown Ontario Community Benefit District
Fiscal Year 2025/26
Assessment Roll

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2025/26 Assessment ($)
1048354010000	1048-354-01-0000	123 W E STREET LLC	MISCELLANEOUS	201	10,058	-	6.50	0.06500	0.1700	1,960.27
1048354020000	1048-354-02-0000	123 W E STREET LLC	OFFICE	50	8,850	18,084	6.50	0.06500	0.1700	3,974.53
1048354030000	1048-354-03-0000	123 W E STREET LLC	RETAIL SALES	187	7,812	9,068	6.50	0.06500	0.1700	3,264.84
1048354040000	1048-354-04-0000	WASHINGTON, CARRYE	RETAIL SALES	31	3,875	3,875	6.50	0.06500	0.1700	1,112.13
1048354050000	1048-354-05-0000	BORGES, BENITO I & ESTELA C JNT LIV	OFFICE	16	1,100	900	6.50	0.06500	0.1700	328.5
1048354060000	1048-354-06-0000	NOFFSINGER FAMILY TRUST 11/2/95	RETAIL SALES	16	1,890	1,200	6.50	0.06500	0.1700	430.85
1048354070000	1048-354-07-0000	WORK BOOT WAREHOUSE	RETAIL SALES	42	5,418	7,172	6.50	0.06500	0.1700	1,844.41
1048354080000	1048-354-08-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	20	2,520	2,400	6.50	0.06500	0.1700	701.8
1048354090000	1048-354-09-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	31	3,875	3,875	6.50	0.06500	0.1700	1,112.13
1048354100000	1048-354-10-0000	MARCOS, FARID	RETAIL SALES	31	3,906	3,100	6.50	0.06500	0.1700	982.39
1048354110000	1048-354-11-0000	CAMPUZANO, GLORIA	RETAIL SALES	250	15,750	9,325	6.50	0.06500	0.1700	4,234.0
1048354120000	1048-354-12-0000	CITY OF ONTARIO	VACANT	321	25,488	-	6.50	0.06500	0.1700	3,743.22
1048354130000	1048-354-13-0000	CITY OF ONTARIO	VACANT	70	6,580	-	6.50	0.06500	0.1700	882.7
1048355020000	1048-355-02-0000	CITY OF ONTARIO	VACANT	48	8,469	-	6.50	0.06500	0.1700	862.49
1048355030000	1048-355-03-0000	EUCLID PROPERTIES 531 LLC	OFFICE	173	5,922	4,900	6.50	0.06500	0.1700	2,342.43
1048355040000	1048-355-04-0000	EUCLID PROPERTIES 531 LLC	RETAIL SALES	46	5,764	4,042	6.50	0.06500	0.1700	1,360.8
1048355050000	1048-355-05-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	31	3,927	1,659	6.50	0.06500	0.1700	738.79
1048355060000	1048-355-06-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	41	3,876	2,449	6.50	0.06500	0.1700	934.77
1048355070000	1048-355-07-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	7,560	6,193	6.50	0.06500	0.1700	1,830.21
1048355080000	1048-355-08-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	5,555	4,579	6.50	0.06500	0.1700	1,425.51
1048355110000	1048-355-11-0000	CITY OF ONTARIO	VACANT	58	10,217	-	6.50	0.06500	0.1700	1,041.11
1048355130000	1048-355-13-0000	SELLERS, JUERGEN L TR & SELLERS, KATHERINE A TR	OFFICE	57	5,358	1,555	6.50	0.06500	0.1700	983.12
1048355150000	1048-355-15-0000	AEGIS REAL ESTATE MANAGEMENT CORP	OFFICE	333	16,992	7,204	6.50	0.06500	0.1700	4,493.66
1048355160000	1048-355-16-0000	TRUMAN JOHNSON INC	RETAIL SALES	250	15,646	2,349	6.50	0.06500	0.1700	3,041.32
1048356010000	1048-356-01-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	CEMETERY/MORTUARY	259	19,492	7,083	6.50	0.06500	0.1700	4,154.59
1048356020000	1048-356-02-0000	635 NORTH EUCLID, LLC	RETAIL SALES	208	10,396	8,640	6.50	0.06500	0.1700	3,496.54
1048356030000	1048-356-03-0000	ALVA LUX GROUP LLC	OFFICE	48	5,850	3,449	6.50	0.06500	0.1700	1,278.58
1048356040000	1048-356-04-0000	MAGIC NUMBER 3 INVESTMENTS LLC	RESID. APARTMENTS	45	5,670	4,091	6.50	0.06500	0.1700	1,356.52
1048356050000	1048-356-05-0000	EAST FOREST INVESTMENT LLC	OFFICE	62	7,812	12,400	6.50	0.06500	0.1700	3,018.78
1048356060000	1048-356-06-0000	CARABAJAL, MARIA ZAIDA	OFFICE	31	3,906	1,752	6.50	0.06500	0.1700	753.23
1048356070000	1048-356-07-0000	LE, DA HONG & LE, NGOC-DUNG H	VACANT	31	3,906	-	6.50	0.06500	0.1700	455.39
1048356080000	1048-356-08-0000	CITY OF ONTARIO	OFFICE	31	2,480	2,480	6.50	0.06500	0.1700	784.3
1048356090000	1048-356-09-0000	ROSE-IN -BLOOM INC	OFFICE	111	2,480	2,170	6.50	0.06500	0.1700	1,251.6
1048356100000	1048-356-10-0000	ROSENBLUM, JERRY A & CHERYL REVOCABL	RESID. SINGLE FAMILY	46	2,852	-	6.50	0.06500	0.1700	484.38
1048356110000	1048-356-11-0000	CITY OF ONTARIO	VACANT	55	9,799	-	6.50	0.06500	0.1700	994.44
1048356120000	1048-356-12-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	PARKING LOT	273	16,992	-	6.50	0.06500	0.1700	2,878.98
1048356130000	1048-356-13-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	RETAIL SALES	62	5,564	2,068	6.50	0.06500	0.1700	1,116.22
1048361010000	1048-361-01-0000	HUNTS POINT FALLS LLC	RESTAURANT	250	15,710	5,454	6.50	0.06500	0.1700	3,573.33
1048361020000	1048-361-02-0000	HUNTS POINT FALLS LLC	PARKING LOT	48	7,681	-	6.50	0.06500	0.1700	811.27
1048361030000	1048-361-03-0000	HUNTS POINT FALLS LLC	PARKING LOT	50	6,930	-	6.50	0.06500	0.1700	775.45
1048361040000	1048-361-04-0000	SBM MORNING STAR LLC	RESID. SINGLE FAMILY	191	7,140	2,017	6.50	0.06500	0.1700	2,048.49
1048361050000	1048-361-05-0000	HODGSON, MICHAEL L & HODGSON, WINDY	RESID. SINGLE FAMILY	121	3,108	1,182	6.50	0.06500	0.1700	1,189.46
1048361060000	1048-361-06-0000	PIGLET & PIGGY ONTARIO FAMILY LP	PARKING LOT	58	8,352	-	6.50	0.06500	0.1700	919.88
1048361070000	1048-361-07-0000	PIGLET & PIGGY ONTARIO FAMILY LP	OFFICE	62	8,928	7,130	6.50	0.06500	0.1700	2,195.42
1048361080000	1048-361-08-0000	LIU, JAMES T & RITZER-LIU, MARILYN	RETAIL SALES	202	8,352	5,292	6.50	0.06500	0.1700	2,755.52
1048361090000	1048-361-09-0000	YAN, LIPING & QIU, LIHUA	OFFICE	188	7,855	6,492	6.50	0.06500	0.1700	2,836.22
1048361100000	1048-361-10-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	RETAIL SALES	62	7,812	5,263	6.50	0.06500	0.1700	1,805.49
1048361110000	1048-361-11-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	PARKING LOT	62	7,812	-	6.50	0.06500	0.1700	910.78
1048361120000	1048-361-12-0000	HUNTS POINT FALLS LLC	PARKING LOT	62	7,855	-	6.50	0.06500	0.1700	913.58
1048362020000	1048-362-02-0000	BETHEL CONGREGATIONAL CHURCH	VACANT	46	8,142	-	6.50	0.06500	0.1700	828.23
1048362030000	1048-362-03-0000	WALLA WALL GROUP	OFFICE	273	16,800	9,342	6.50	0.06500	0.1700	4,454.64
1048362040000	1048-362-04-0000	ROSALES, FERNANDO	RESID. SINGLE FAMILY	86	7,680	2,209	6.50	0.06500	0.1700	1,433.73
1048362050000	1048-362-05-0000	ALELUK LLC	PARKING LOT	187	8,736	-	6.50	0.06500	0.1700	1,783.34
1048362060000	1048-362-06-0000	SCHNEIDER CA INVESTMENTS LLC & JANSAK CA INVESTMENTS LLC	VETERINARIAN/HOSP	49	8,640	1,940	6.50	0.06500	0.1700	1,209.9
1048362070000	1048-362-07-0000	SHOKER BROTHERS LLC & TRIPLE S OIL LLC	MINI MART	250	15,624	1,148	6.50	0.06500	0.1700	2,835.72
1048362080000	1048-362-08-0000	ALELUK LLC	OFFICE	93	11,718	11,096	6.50	0.06500	0.1700	3,252.49
1048362090000	1048-362-09-0000	BETHEL CONGREGATIONAL CHURCH	CHURCH	220	11,782	-	6.50	0.06500	0.1700	2,195.83
1048362100000	1048-362-10-0000	PENTECOSTAL CHURCH OF GOD I M PAC RE	CHURCH	62	7,855	-	6.50	0.06500	0.1700	913.58

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2025/26 Assessment ($)
1048363010000	1048-363-01-0000	AFSARI, FAISAL & AFSARI, NUSRAT	AUTOMOTIVE USES	160	5,136	100	6.50	0.06500	0.1700	1,390.84
1048363020000	1048-363-02-0000	D BLOCK LUXURY APARTMENTS LLC	PARKING LOT	411	38,086	-	6.50	0.06500	0.1700	5,147.09
1048363030000	1048-363-03-0000	D BLOCK LUXURY APARTMENTS LLC	PARKING LOT	224	11,512	-	6.50	0.06500	0.1700	2,204.28
1048363040000	1048-363-04-0000	D BLOCK LUXURY APARTMENTS LLC	VACANT	205	10,080	-	6.50	0.06500	0.1700	1,987.7
1048363050000	1048-363-05-0000	D BLOCK LUXURY APARTMENTS LLC	RETAIL SALES	260	31,901	31,973	6.50	0.06500	0.1700	9,198.98
1048551110000	1048-551-11-0000	EUCLID INVESTMENT GROUP LLC	RESID. APARTMENTS	349	29,886	124,565	6.50	0.06500	0.1700	25,387.14
1048551120000	1048-551-12-0000	EUCLID INVESTMENT GROUP LLC	VACANT	287	21,240	-	6.50	0.06500	0.1700	3,246.1
1048551130000	1048-551-13-0000	ONTARIO HOUSING AUTHORITY	VACANT	206	6,430	-	6.50	0.06500	0.1700	1,756.95
1048551140000	1048-551-14-0000	EUCLID INVESTMENT GROUP LLC	VACANT	264	18,415	-	6.50	0.06500	0.1700	2,912.98
1048551150000	1048-551-15-0000	CITY OF ONTARIO	VACANT	166	28,163	-	6.50	0.06500	0.1700	2,909.6
1048552130000	1048-552-13-0000	CITY OF ONTARIO	PARKING LOT	546	34,579	-	6.50	0.06500	0.1700	5,796.64
1048552140000	1048-552-14-0000	CITY OF ONTARIO	PARKING LOT	97	19,096	-	6.50	0.06500	0.1700	1,871.74
1048552150000	1048-552-15-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	10	2,439	-	6.50	0.06500	0.1700	223.54
1048552170000	1048-552-17-0000	ONTARIO HOUSING AUTHORITY	BANK	218	10,993	6,800	6.50	0.06500	0.1700	3,287.55
1048552180000	1048-552-18-0000	CITY OF ONTARIO	VACANT	14	789	-	6.50	0.06500	0.1700	142.29
1048552220000	1048-552-22-0000	200 NORTH EUCLID LLC	Retail Sales	213	8,509	8,828	6.50	0.06500	0.1700	3,438.35
1048552230000	1048-552-23-0000	200 NORTH EUCLID LLC	Vacant	-	1,786	-	6.50	0.06500	0.1700	116.09
1048552240000	1048-552-24-0000	ONTARIO HOUSING AUTHORITY	Vacant	195	24,332	-	6.50	0.06500	0.1700	2,849.08
1048553010000	1048-553-01-0000	CITY OF ONTARIO HOUSING AUTHORITY	VACANT	185	7,434	-	6.50	0.06500	0.1700	1,685.71
1048553020000	1048-553-02-0000	CITY OF ONTARIO	RETAIL SALES	48	8,496	4,450	6.50	0.06500	0.1700	1,620.74
1048553030000	1048-553-03-0000	CITY OF ONTARIO	VACANT	48	8,496	-	6.50	0.06500	0.1700	864.24
1048553040000	1048-553-04-0000	CITY OF ONTARIO	PARKING LOT	225	8,496	-	6.50	0.06500	0.1700	2,014.74
1048553050000	1048-553-05-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	40	5,760	-	6.50	0.06500	0.1700	634.4
1048553060000	1048-553-06-0000	ONTARIO HOUSING AUTHORITY	SHOPPING CENTERS	157	3,810	-	6.50	0.06500	0.1700	1,268.15
1048553070000	1048-553-07-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	33	4,191	-	6.50	0.06500	0.1700	486.92
1048553080000	1048-553-08-0000	ONTARIO HOUSING AUTHORITY	SHOPPING CENTERS	53	6,731	-	6.50	0.06500	0.1700	782.02
1048553090000	1048-553-09-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	28	3,556	-	6.50	0.06500	0.1700	413.14
1048553100000	1048-553-10-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	146	2,520	-	6.50	0.06500	0.1700	1,112.8
1048553110000	1048-553-11-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	31	3,906	-	6.50	0.06500	0.1700	455.39
1048553120000	1048-553-12-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	31	3,906	-	6.50	0.06500	0.1700	455.39
1048553130000	1048-553-13-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	62	7,812	10,000	6.50	0.06500	0.1700	2,610.78
1048553140000	1048-553-14-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	32	4,268	-	6.50	0.06500	0.1700	485.42
1048553150000	1048-553-15-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	31	3,780	3,904	6.50	0.06500	0.1700	1,110.88
1048553160000	1048-553-16-0000	CITY OF ONTARIO	RETAIL SALES	31	8,854	3,250	6.50	0.06500	0.1700	1,329.51
1048553170000	1048-553-17-0000	CITY OF ONTARIO	RETAIL SALES	65	8,190	17,400	6.50	0.06500	0.1700	3,912.85
1048561070000	1048-561-07-0000	GROUP 1 EL MONTE PROPERTIES LTD	RESID. APARTMENTS	225	8,496	3,417	6.50	0.06500	0.1700	2,595.63
1048561080000	1048-561-08-0000	JOSHUA 1 PROPERTY MANAGEMENT LLC	MEDICAL/DENTAL/LABS	96	17,169	3,845	6.50	0.06500	0.1700	2,393.64
1048561090000	1048-561-09-0000	HU, ZHENGQIANG & DU, RUILAN	RESIDENTIAL	48	8,554	1,392	6.50	0.06500	0.1700	1,104.65
1048561100000	1048-561-10-0000	CABANAS, MIGUEL ANGEL & CABANAS, ANAHI	VACANT	48	8,496	-	6.50	0.06500	0.1700	864.24
1048561110000	1048-561-11-0000	CLS-INVESTMENTS INC & COMMUNITY LENDING SERVICES INC	OFFICE	123	8,400	1,190	6.50	0.06500	0.1700	1,547.8
1048561120000	1048-561-12-0000	MOGA, SCOTT T & VIGRINIA M FAM TRUST	COMMERCIAL	102	4,896	1,728	6.50	0.06500	0.1700	1,275.0
1048561130000	1048-561-13-0000	FRONTIER CALIFORNIA INC	VACANT	642	54,516	109,032	6.50	0.06500	0.1700	26,251.98
1048562010000	1048-562-01-0000	CITY OF ONTARIO	CHURCH	417	42,834	20,826	6.50	0.06500	0.1700	9,035.13
1048562020000	1048-562-02-0000	RMEICH LLC	OFFICE	225	8,496	4,178	6.50	0.06500	0.1700	2,725.0
1048562030000	1048-562-03-0000	LAUREL INVESTMENTS PROPERTY GROUP FU	SHOPPING CENTERS	369	34,161	19,923	6.50	0.06500	0.1700	8,005.88
1048562060000	1048-562-06-0000	HALE, KENNETH D	OFFICE	55	2,658	1,980	6.50	0.06500	0.1700	866.87
1048562070000	1048-562-07-0000	PAN DE VIDA SPANISH MINISTRY OF ONTA	COMMERCIAL	170	13,032	-	6.50	0.06500	0.1700	1,952.08
1048563010000	1048-563-01-0000	TORRES, MARIA & HORTA, OSVALDO ANDRES	OFFICE	175	6,096	1,194	6.50	0.06500	0.1700	1,736.72
1048563020000	1048-563-02-0000	JJDR REAL ESTATE CORP	VACANT	48	8,496	-	6.50	0.06500	0.1700	864.24
1048563030000	1048-563-03-0000	JJDR REAL ESTATE CORP	RETAIL SALES	96	16,992	6,767	6.50	0.06500	0.1700	2,878.87
1048563060000	1048-563-06-0000	CITY OF ONTARIO	VACANT	226	9,365	-	6.50	0.06500	0.1700	2,077.73
1048563070000	1048-563-07-0000	PATY LLC	OFFICE	48	7,536	5,154	6.50	0.06500	0.1700	1,678.02
1048563080000	1048-563-08-0000	GOMEZ, BERNARDO DEL REAL & REAL, SANDRA DEL	SHOPPING CENTERS	96	16,992	16,692	6.50	0.06500	0.1700	4,566.12
1048563090000	1048-563-09-0000	S N A HOLDINGS LLC	AUTOMOTIVE USES	46	8,496	-	6.50	0.06500	0.1700	851.24
1048563100000	1048-563-10-0000	S N A HOLDINGS LLC	AUTOMOTIVE USES	225	8,496	-	6.50	0.06500	0.1700	2,014.74
1048563110000	1048-563-11-0000	BECERRA, GLORIA A & AYALA, KRYSTAL J	RESIDENTIAL	47	2,400	790	6.50	0.06500	0.1700	595.8
1048563120000	1048-563-12-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	7,953	3,360	6.50	0.06500	0.1700	1,400.15
1048563130000	1048-563-13-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	225	8,754	13,104	6.50	0.06500	0.1700	4,259.19
1048564010000	1048-564-01-0000	LCS ENTERPRISES LLC	RETAIL SALES	176	7,680	6,888	6.50	0.06500	0.1700	2,814.16
1048564020000	1048-564-02-0000	JIANPING LLC	RETAIL SALES	48	8,496	16,724	6.50	0.06500	0.1700	3,707.32
1048564030000	1048-564-03-0000	CITY OF ONTARIO	RETAIL SALES	196	8,820	15,650	6.50	0.06500	0.1700	4,507.8
1048564040000	1048-564-04-0000	CITY OF ONTARIO	RETAIL SALES	55	6,875	4,125	6.50	0.06500	0.1700	1,505.63

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2025/26 Assessment ($)
1048564050000	1048-564-05-0000	CITY OF ONTARIO	RETAIL SALES	36	3,906	2,733	6.50	0.06500	0.1700	952.5
1048564060000	1048-564-06-0000	CITY OF ONTARIO	VACANT	61	7,812	-	6.50	0.06500	0.1700	904.28
1048564070000	1048-564-07-0000	ROUMBOS, JOHN P & GEORGIA TRUST & ROUMBOS, JOHN P AND GEORGIA TRS	SHOPPING CENTERS	93	10,278	10,572	6.50	0.06500	0.1700	3,069.81
1048564080000	1048-564-08-0000	S AMERICAN LLC	RETAIL SALES	21	1,835	3,472	6.50	0.06500	0.1700	846.02
1048564090000	1048-564-09-0000	DAMON, DAN & JACKIE FAMILY TRUST 8-1	RETAIL SALES	93	2,132	3,960	6.50	0.06500	0.1700	1,416.28
1048564100000	1048-564-10-0000	CHANG, CHIEN-KUO & YU-YUN CHEN SUR S & TSENG, WEINAN WILLIAM FAMILY LIV TR	RETAIL SALES	74	4,330	8,660	6.50	0.06500	0.1700	2,234.65
1048564110000	1048-564-11-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	8,622	3,615	6.50	0.06500	0.1700	1,486.98
1048564120000	1048-564-12-0000	HT124 TITLE HOLDING TRUST	RETAIL SALES	214	8,914	8,653	6.50	0.06500	0.1700	3,441.42
1048564130000	1048-564-13-0000	CITY OF ONTARIO	VACANT	58	6,299	-	6.50	0.06500	0.1700	786.44
1048564140000	1048-564-14-0000	CITY OF ONTARIO	VACANT	97	9,312	-	6.50	0.06500	0.1700	1,235.78
1048565010000	1048-565-01-0000	CITY OF ONTARIO	PARKING LOT	291	23,388	-	6.50	0.06500	0.1700	3,411.72
1048565020000	1048-565-02-0000	CITY OF ONTARIO	MEDICAL/DENTAL/LABS	30	2,100	2,100	6.50	0.06500	0.1700	688.5
1048565030000	1048-565-03-0000	CITY OF ONTARIO	RETAIL SALES	219	11,782	33,804	6.50	0.06500	0.1700	7,936.01
1048565040000	1048-565-04-0000	HERRERA, RAYMUNDO III & CENTENO, RICHARD	RETAIL SALES	24	1,536	2,400	6.50	0.06500	0.1700	663.84
1048565050000	1048-565-05-0000	PHOEBE INTERNATIONAL LLC	RETAIL SALES	37	5,820	11,976	6.50	0.06500	0.1700	2,654.72
1048565060000	1048-565-06-0000	SALDANAS, ISIDRO REVOCABLE TR 8/29/1	RETAIL SALES	62	7,812	7,812	6.50	0.06500	0.1700	2,238.82
1048565070000	1048-565-07-0000	GINGOLD FAMILY TRUST 1-28-09	RETAIL SALES	31	4,032	3,696	6.50	0.06500	0.1700	1,091.9
1048565080000	1048-565-08-0000	GARDNER DENTAL PROPERTY LLC	MEDICAL/DENTAL/LABS	31	3,780	3,480	6.50	0.06500	0.1700	1,038.8
1048565090000	1048-565-09-0000	CITY OF ONTARIO	RETAIL SALES	31	4,000	5,560	6.50	0.06500	0.1700	1,406.7
1048565100000	1048-565-10-0000	205 N EUCLID LLC	RETAIL SALES	188	7,812	7,938	6.50	0.06500	0.1700	3,079.24
1048565110000	1048-565-11-0000	INDEPENDENT ORDER OF ODD FELLOWS	RETAIL SALES	95	9,216	36,864	6.50	0.06500	0.1700	7,483.42
1048565120000	1048-565-12-0000	KIM, BRUCE	MEDICAL/DENTAL/LABS	118	3,360	3,296	6.50	0.06500	0.1700	1,545.72
1048565130000	1048-565-13-0000	CITY OF ONTARIO	VACANT	107	5,136	-	6.50	0.06500	0.1700	1,029.34
1048565140000	1048-565-14-0000	CITY OF ONTARIO	VACANT	-	8,448	-	6.50	0.06500	0.1700	549.12
1048566010000	1048-566-01-0000	CITY OF ONTARIO	VACANT	148	4,800	-	6.50	0.06500	0.1700	1,274.0
1048566020000	1048-566-02-0000	CITY OF ONTARIO	RETAIL SALES	48	8,496	6,111	6.50	0.06500	0.1700	1,903.11
1048566030000	1048-566-03-0000	CITY OF ONTARIO	VACANT	48	8,496	-	6.50	0.06500	0.1700	864.24
1048566040000	1048-566-04-0000	POMONA FIRST FED SAVINGS/LOAN ASSOC	BANK	219	11,844	10,840	6.50	0.06500	0.1700	4,036.16
1048566050000	1048-566-05-0000	BETHLEHEM AJAM ONE INC	RETAIL SALES	136	17,262	35,524	6.50	0.06500	0.1700	8,045.11
1048566060000	1048-566-06-0000	TANG, LAN T	RETAIL SALES	52	6,552	5,800	6.50	0.06500	0.1700	1,749.88
1048566070000	1048-566-07-0000	OVERLAND DIRECT INC	RETAIL SALES	219	11,718	12,003	6.50	0.06500	0.1700	4,225.68
1048566080000	1048-566-08-0000	CITY OF ONTARIO	PARKING LOT	-	2,400	-	6.50	0.06500	0.1700	156.0
1048566090000	1048-566-09-0000	CITY OF ONTARIO	PARKING LOT	100	14,662	-	6.50	0.06500	0.1700	1,603.03
1048566100000	1048-566-10-0000	CITY OF ONTARIO	VACANT	225	8,496	-	6.50	0.06500	0.1700	2,014.74
1048566110000	1048-566-11-0000	CITY OF ONTARIO	VACANT	77	3,696	2,208	6.50	0.06500	0.1700	1,116.1
1049055010000	1049-055-01-0000	221 W HOLT BLVD TRUST 2023	RETAIL SALES	192	9,064	9,064	6.50	0.06500	0.1700	3,378.04
1049055020000	1049-055-02-0000	TORRES, JOSE OSVALDO	RETAIL SALES	42	3,738	3,738	6.50	0.06500	0.1700	1,151.43
1049055030000	1049-055-03-0000	213 W HOLT BLVD TRUST 2022	SHOPPING CENTERS	50	4,361	4,361	6.50	0.06500	0.1700	1,349.84
1049055040000	1049-055-04-0000	J & C DYNAMICS INC	SHOPPING CENTERS	47	4,183	4,183	6.50	0.06500	0.1700	1,288.51
1049055050000	1049-055-05-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,272	1,000	6.50	0.06500	0.1700	1,338.18
1049055060000	1049-055-06-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,301	-	6.50	0.06500	0.1700	1,170.07
1049055070000	1049-055-07-0000	J & C DYNAMICS INC	VACANT	47	4,183	-	6.50	0.06500	0.1700	577.4
1049055080000	1049-055-08-0000	213 W HOLT BLVD TRUST 2022	VACANT	48	4,301	-	6.50	0.06500	0.1700	591.57
1049055090000	1049-055-09-0000	115 S PALM AVE BUILDING TRUST 11/29/	RETAIL SALES	233	12,816	12,905	6.50	0.06500	0.1700	4,541.39
1049056010000	1049-056-01-0000	CITY OF ONTARIO	VACANT	254	15,225	-	6.50	0.06500	0.1700	2,640.63
1049056020000	1049-056-02-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.50	0.06500	0.1700	628.68
1049056030000	1049-056-03-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.50	0.06500	0.1700	628.68
1049056040000	1049-056-04-0000	CITY OF ONTARIO	VACANT	153	5,040	-	6.50	0.06500	0.1700	1,322.1
1049056050000	1049-056-05-0000	CITY OF ONTARIO	SCHOOLS	250	15,225	15,000	6.50	0.06500	0.1700	5,164.63
1049056060000	1049-056-06-0000	CITY OF ONTARIO	VACANT	250	15,225	-	6.50	0.06500	0.1700	2,614.63
1049057010000	1049-057-01-0000	UNITED STATES OF AMERICA	VACANT	430	22,632	-	6.50	0.06500	0.1700	4,266.08
1049057020000	1049-057-02-0000	LANDAVERDE, XENIA E TRUST 2020	RETAIL SALES	56	4,428	4,428	6.50	0.06500	0.1700	1,404.58
1049057030000	1049-057-03-0000	FLORES, JOSE JAIMIE & FLORES, GRACIELA	RETAIL SALES	158	5,280	5,212	6.50	0.06500	0.1700	2,256.24
1049057040000	1049-057-04-0000	PUSCIZNA, DAVID & LUCE, DONALD BRUM TRUST 12-17-18	RETAIL SALES	31	3,520	6,680	6.50	0.06500	0.1700	1,565.9
1049057050000	1049-057-05-0000	AGUILA, HENRY	SHOPPING CENTERS	430	4,900	9,000	6.50	0.06500	0.1700	4,643.5
1049057060000	1049-057-06-0000	CITY OF ONTARIO	VACANT	156	5,600	-	6.50	0.06500	0.1700	1,378.0
1049057070000	1049-057-07-0000	CITY OF ONTARIO	VACANT	50	3,723	-	6.50	0.06500	0.1700	567.0
1049058010000	1049-058-01-0000	VEJ ONTARIO LP	COMMERCIAL	208	9,856	8,654	6.50	0.06500	0.1700	3,463.82
1049058020000	1049-058-02-0000	CITY OF ONTARIO	VACANT	68	5,077	-	6.50	0.06500	0.1700	772.01
1049058030000	1049-058-03-0000	HOUSING AUTHORITY/CO SAN BERNARDINO	COMMERCIAL	191	8,910	21,351	6.50	0.06500	0.1700	5,450.32
1049058040000	1049-058-04-0000	ROJAS, LUIS ALBERTO FAM TR 12/15/08 & ROJAS, LUIS A	OFFICE	214	9,000	4,048	6.50	0.06500	0.1700	2,664.16
1049058050000	1049-058-05-0000	CORNERSTONE CA LLC	MEDICAL/DENTAL/LABS	204	13,346	3,920	6.50	0.06500	0.1700	2,859.89

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2025/26 Assessment ($)
1049059070000	1049-059-07-0000	ONTARIO EMPORIA II HOUSING PARTNERS	RESID. SINGLE FAMILY	52	6,136	-	6.50	0.06500	0.1700	736.84
1049059080000	1049-059-08-0000	VEJ ONTARIO LP	SHOPPING CENTERS	74	8,140	2,910	6.50	0.06500	0.1700	1,504.8
1049059090000	1049-059-09-0000	VEJ ONTARIO LP	PARKING LOT	56	8,140	-	6.50	0.06500	0.1700	893.1
1049059140000	1049-059-14-0000	CITY OF ONTARIO	VACANT	405	39,403	-	6.50	0.06500	0.1700	5,193.7
1049059210000	1049-059-21-0000	VEJ ONTARIO LP	COMMERCIAL	269	29,645	22,935	6.50	0.06500	0.1700	7,574.38
1049061010000	1049-061-01-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	428	20,097	57,930	6.50	0.06500	0.1700	13,936.41
1049061020000	1049-061-02-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	427	20,196	-	6.50	0.06500	0.1700	4,088.24
1049061030000	1049-061-03-0000	SEC EUCLID & HOLT AVE PROPERTY LP	PARKING LOT	48	4,488	-	6.50	0.06500	0.1700	603.72
1049062010000	1049-062-01-0000	CITY OF ONTARIO	RECREATIONAL	395	34,087	15,000	6.50	0.06500	0.1700	7,333.16
1049062020000	1049-062-02-0000	CITY OF ONTARIO	RECREATIONAL	412	38,880	-	6.50	0.06500	0.1700	5,205.2
1049063010000	1049-063-01-0000	NA, SUSAN TR	AUTOMOTIVE USES	190	9,021	5,536	6.50	0.06500	0.1700	2,762.49
1049063020000	1049-063-02-0000	CITY OF ONTARIO	SHOPPING CENTERS	97	13,548	11,400	6.50	0.06500	0.1700	3,449.12
1049063030000	1049-063-03-0000	SAN BERNARDINO COUNTY TRANSPORATION	RETAIL SALES	17	1,504	1,040	6.50	0.06500	0.1700	385.06
1049063040000	1049-063-04-0000	SAN BERNARDINO COUNTY TRANSPORATION	RETAIL SALES	31	3,008	2,080	6.50	0.06500	0.1700	750.62
1049063050000	1049-063-05-0000	CARVALHO, JOAO R & CARVALHO, LISA C	RETAIL SALES	142	4,512	1,614	6.50	0.06500	0.1700	1,490.66
1049063060000	1049-063-06-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	AUTOMOTIVE USES	142	4,512	3,384	6.50	0.06500	0.1700	1,791.56
1049063070000	1049-063-07-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	COMMERCIAL	48	4,464	1,645	6.50	0.06500	0.1700	881.81
1049063080000	1049-063-08-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	VACANT	96	9,021	-	6.50	0.06500	0.1700	1,210.37
1049063090000	1049-063-09-0000	NA, CHRIS SUNG & NA, STEVE CHUNGHWAN	VACANT	143	4,559	-	6.50	0.06500	0.1700	1,225.84
1049063100000	1049-063-10-0000	HARMAN, JOHN D & HARMAN, PAULA R	SHOPPING CENTERS	47	4,559	4,000	6.50	0.06500	0.1700	1,281.84
1049064120000	1049-064-12-0000	CITY OF ONTARIO	RECREATIONAL	-	8,064	-	6.50	0.06500	0.1700	524.16
1049064130000	1049-064-13-0000	CITY OF ONTARIO	RECREATIONAL	133	12,768	6,400	6.50	0.06500	0.1700	2,782.42
1049064140000	1049-064-14-0000	CITY OF ONTARIO	PARKING LOT	620	48,242	6,232	6.50	0.06500	0.1700	8,225.17
Total				**27,356**	**2,031,880**	**1,154,583**				**$506,165.54**
Parcel Count										**205**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2025-26 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

WHEREAS, on August 20, 2019, the City Council approved a Management District Plan entitled the "Downtown Ontario CBD Management District Plan" (the "Management District Plan").

WHEREAS, the City Council conducted the public hearing on August 20, 2019, at which ballots cast in favor of and in opposition to proposed assessment and formation of the Downtown Ontario Community Benefit ("District" or "CBD") for a five-year term were tabulated; and

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

WHEREAS, on January 16, 2024 the City Council approved a 10-year renewal of the CBD following voter approval by property owners within the District; and

WHEREAS, on January 16, 2024, the City Council adopted Resolution No. 2024-001 to establish the District and approve the levy of assessments commencing with FY 2024-25, and ending with FY 2034-35 with the provision for maximum five percent (5%) annual increases for the term of the CBD; and

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

WHEREAS, on March 4, 2025 the City Council approved the FY 2024-25 Annual Report submitted by the Downtown Ontario Improvement Association ("DOIA).

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

SECTION 1. That the CBD assessments to be levied for FY 2025-26, attached hereto as Exhibit 1, are hereby approved for submittal to the San Bernardino County Assessor for the period beginning July 1, 2025 and ending June 30, 2026.

SECTION 2. That Willdan Financial Services is hereby authorized to file all required documents and notice of assessments, in accordance with Section 3114 of the Streets and Highways Code, with the San Bernardino County Recorder.

SECTION 3. That the City Treasurer shall deposit all CBD assessments remitted

into the fund established for the District for distribution to the District by the Director of Finance in accordance with the approved Management District plan.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Charity Hernandez Department: Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A RESOLUTION DECLARING CITY OWNED PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE 54221, APPROVING THE NOTICE OF AVAILABILITY, AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

RECOMMENDATION: That City Council adopt a Resolution declaring the property located at 112-126 West "C" Street, 115-123 West "D" Street, and 324 North Laurel Avenue, identified with Assessor's Parcel Numbers 1048-566-01 through 1048-566-03 and 1048-566-08 through 1048-566-11, approve the Notice of Availability, and finding that such declaration is exempt from the California Environmental Quality Act.

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

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

BACKGROUND & ANALYSIS: The City currently owns real property located at 112-126 West "C" Street, 115-123 West "D" Street, and 324 North Laurel Avenue, identified with Assessor's Parcel Numbers 1048-566-01 through 1048-566-03 and 1048-566-08 through 1048-566-11, described and depicted in Exhibit "A" of the attached Resolution, which constitutes approximately 1.3 acres ("Property"). The Property is not needed for agency purposes and, as a result, the City desires to dispose of the Property.

Effective January 1, 2020, AB 1486 amended the Surplus Land Act, Government Code Section 54220 et seq. ("SLA"), which prescribes the process for disposal of surplus land. Before taking any action to dispose of the Property, the City must first comply with the SLA.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. New legislation which took effect on January 1, 2020, requires that before a local agency takes any action to dispose of land, the land must be declared either "surplus land" or "exempt surplus land," as supported by written findings. "Surplus land" means the land owned by a local agency for which the local agency's governing body takes formal action in a regular public meeting

declaring that the land is surplus and is not necessary for the agency's use.

City staff has determined the Property is "surplus land" that is subject to the SLA process, and that no exceptions apply. Accordingly, before taking steps to dispose of the Property, the City needs to comply with the SLA by taking formal action to declare the property surplus. Adoption of the attached Resolution would declare the Property as surplus land.

The SLA process for "surplus land" involves several steps. After designating real property as non-exempt surplus land, the City must send Notices of Availability to affordable housing developers, public agencies, and other entities required to receive notice under the SLA. Any party receiving a Notice of Availability and interested in acquiring the surplus property must notify the City in writing within 60 days after the Notice of Availability is transmitted. If such notice is received, the City must enter into good faith negotiations to determine a mutually satisfactory sale or dispose of price and terms. Nothing in the SLA prevents the City from obtaining fair market value for the disposition of surplus land. Accordingly, the City has the power to sell or dispose of surplus land at fair market value or at less than fair market value (Gov't Code § 54226). If the price or terms cannot be agreed upon after a good faith negotiation period of not less than ninety (90) days, the land may be disposed of without further regard to SLA procedures, other than submitting a report to the California Department of Housing and Community Development ("HCD") and recording an affordability covenant on the Property.

After the City has sent Notices of Availability and concluded attempts to negotiate in good faith with any interested party, the City must provide a report to HCD. HCD then has thirty (30) days to notify the City whether it has violated the SLA. The City would then have sixty (60) days to correct the violation or to submit findings as to why the law was not violated. If the City is not notified of a violation by HCD within thirty (30) days after submitting the required materials, the City receives "safe harbor" and is not subject to the SLA's penalty provisions.

The City will also have to record an affordability covenant on the Property that will apply if ten (10) or more residential units are developed on the Property.

Adopting the attached Resolution will declare that the property is "surplus land" under the SLA and direct staff to comply with the SLA.

City staff has determined pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") that the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the City Manager to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3). In the alternative, staff has determined that the actions contemplated involve the sale of surplus government property, which is exempt from environmental review under CEQA pursuant to State CEQA Guidelines section 15312 as the government Property is not located in an area of statewide, regional or area-wide concern per CEQA Guidelines section 15206(b)(4) and has determined that none of the exceptions in CEQA Guidelines section 15300.2 to the use of this exemption have application.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO MAKING FINDINGS AND DECLARING, PURSUANT TO GOVERNMENT CODE SECTION 54221, THAT CERTAIN REAL PROPERTY LOCATED AT 112-126 WEST C STREET, 115-123 WEST D STREET AND 324 NORTH LAUREL AVENUE, IDENTIFIED WITH ASSESSOR'S PARCEL NUMBERS 1048-566-01 THROUGH 1048-566-03 AND 1048-566-08 THROUGHT 1048-566-11, IS SURPLUS LAND, APPROVING THE NOTICE OF AVAILABILITY THEREFOR, AUTHORIZING THE CITY MANAGER TO COMPLY WITH THE SURPLUS LAND ACT AND TAKING RELATED ACTIONS, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15060(C)(3) AND 15312 OF THE STATE CEQA GUIDELINES AND DIRECTING STAFF TO ISSUE A NOTICE OF EXEMPTION.

WHEREAS, the City of Ontario ("City") is the owner in fee simple of that certain real property, located at 112-126 West C Street, 115-123 West D Street and 324 North Laurel Avenue, identified with Assessor's Parcel Numbers 1048-566-01 through 1048-588-03 and 1048-566-08 through 1048-566-11, which in total is approximately 2.5 acres, as identified and depicted in "Exhibit A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the City no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the City for which the City will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City's use; and

WHEREAS, the Act requires that prior to the disposal of any surplus land, unless when an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

WHEREAS, the Property is not exempt from the Act; and

WHEREAS, a form of the Notice of Availability is attached hereto as "Exhibit B"

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") City staff has determined that the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the City Manager to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3); and,

WHEREAS, in the alternative, staff has determined that the actions contemplated involve the sale of surplus government property, which is exempt from environmental review under CEQA pursuant to State CEQA Guidelines section 15312 as the government Property is not located in an area of statewide, regional or area-wide concern per CEQA Guidelines section 15206(b)(4) and has determined that none of the exceptions in CEQA Guidelines section 15300.2 to the use of this exemption have application; and

WHEREAS, if and when any of the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary approval, any potential future use will be subject to CEQA as this Resolution does not propose a binding commitment to any particular use of the Property; and

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the City Council of the City as follows:

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council of the City.

SECTION 2: The City Council hereby finds and declares that the Property is "surplus land" as used in the Act, because the Property is owned in fee simple by the City, and the Property is surplus and not necessary for the City's use.

SECTION 3: The City hereby approves the form of Notice of Availability substantially in the form attached hereto as "Exhibit B."

SECTION 4: The City Council hereby authorizes the City Manager or designee to take all necessary actions to fully comply with the Act without further need to obtain further City Council approval.

SECTION 5: Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") the designation of the Property as non-exempt surplus, approval of the form of Notice of Availability, and authorization for the [CITY MANAGER] to comply with the Act will not result in a direct or reasonably foreseeable indirect physical change in the environment and as such is exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), and in the alternative, the sale of the Property is exempt from further environmental review pursuant to State CEQA Guidelines section 15312 as the Property is not located in an area of statewide, regional or area-wide concern per CEQA Guidelines section 15206(b)(4). If and when any of the Property is sold to a purchaser, and that purchaser

proposes a use for the Property that requires a discretionary approval, any potential future use will be subject to CEQA as this Resolution does not constitute a binding commitment to any particular use of the Property. Staff is directed to issue a Notice of Exemption regarding this determination.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7: The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A
PROPERTY DESCRIPTION

112-126 West C Street, 115-123 West D Street and 324 North Laurel Avenue, identified with Assessor's Parcel Numbers 1048-566-01 through 1048-588-03 and 1048-566-08 through 1048-566-11

EXHIBIT B
FORM OF NOTICE OF AVAILABILITY
[to be filled in prior to issuance]

[DATE]

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, the City of Ontario ("City") is providing notification that the City intends to sell the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of your interest in acquiring the property. However, this offer shall not obligate the City to sell the property to you. Instead, the City would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on price and terms, the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in buying the property, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to:

[INSERT STAFF CONTACT AND TITLE]
[INSERT MAILING ADDRESS]

You may also direct your questions to [INSERT EMAIL] or by calling [INSERT PHONE NUMBER].

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Attachment: Property Description Form

Property Description Form
[to be filled in prior to issuance]

Jurisdiction Name

Jurisdiction Type

Site Address/Intersection

City

Five Digit ZIP Code

County

Assessor Parcel Number

Consolidated Sites

General Plan Designation (Current)

Zoning Designation (Current)

Minimum Density Allowed (units/acre)

Maximum Density Allowed (units/acre)

Parcel Size (Gross Acres)

Existing Use/Vacancy

Minimum Sales Price

Last Appraised Value

Last Appraised Date

Optional Information 1

Optional Information 2

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Michael Sigsbee Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION FOR ELECTRONIC BILL PAYMENT PROCESSING SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to execute Amendment No. 2 to the Master Services Agreement with Paymentus Corporation ("Paymentus") of Charlotte, North Carolina, for electronic bill payment services in the amount of $2,100,000 for Fiscal Year 2024-25 through Fiscal Year 2027-28, for a new total not-to-exceed aggregate amount of $4,700,000.

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

FISCAL IMPACT: Amendment No. 2 to the Master Services Agreement with Paymentus Corporation ("Paymentus") of Charlotte, North Carolina, for electronic bill payment services in the amount of $2,100,000, for a new total not-to-exceed aggregate amount of $4,700,000. The City and Paymentus have agreed to transaction fee charges and will negotiate any future increases based on banking and financial regulations.

Proposed Amendment No. 2 will increase the individual transaction limits for credit/debit card payments from $2,500 to $50,000, and Automated Clearing House (ACH)/eCheck payments from $25,000 to $100,000 based on significant growth in both the frequency and total payment amount of online and electronic payment transactions. The cost of these services average $500,000 to $600,000 per year. It is anticipated that these costs will range from $600,000 to $800,000 in future years based on the increase of electronic payments and transactions.

The FY 2024-25 Adopted Budget includes appropriations from the Water, Sewer, and Integrated Waste Operating Funds for these services. Additional appropriations in the Water, Sewer and Integrated Waste Operating Funds will be included in future Annual Proposed Budgets to City Council for approval as needed.

BACKGROUND & ANALYSIS: In January 2019, the City entered into a Master Services Agreement with Paymentus as part of the Customer Information and Utility Billing System (CIS) software procurement and implementation to replace the City's PeopleSoft utility billing system. This Agreement initiated a five (5) year term for services, which commenced with the launch of the CIS Infinity utility billing system. The Agreement also included successive three (3) year renewal periods, with the first renewal term commencing June 2025.

On June 23, 2020, the agreement was amended to incorporate additional service for Enterprise Communication Messaging (ECM), which provides the technology and capability for mass outbound messaging through texting via Short Message Service (SMS), email, and Interactive Voice Response (IVR) channels.

Staff recommends approval of Proposed Amendment No. 2, which will provide for an increase in the individual transaction limits to better accommodate customers paying higher balance utility bills online and electronically with credit and debit cards, ACH, and eChecks, especially larger commercial customers.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PAYMENTUS CORPORATION

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered into as of this _____, 2025, by and between the City of Ontario ("City") and Paymentus Corporation, a Delaware Corporation with its principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277("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 "Master Services Agreement" dated January 9, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to further amend the Agreement to increase the maximum Payment Amount to $50,000 for Credit and Debit Cards and to $100,000 for ACH/eCheck Payments. In addition, the Parties wish to modify the terms and conditions section of the Agreement.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 7.4 of the Agreement.

3. Terms.

3.1 Amendment. Schedule "A" of the Agreement is hereby amended in its entirety to read as follows:

1. Schedule A - Paymentus Service Fee Schedule ("Schedule A") of the Agreement is hereby deleted in its entirety and replaced with the new Schedule A attached hereto and incorporated herein by reference.

3.3 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.

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

3.5 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.

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

Schedule A – Paymentus Fee Schedule

Client may elect to pay certain Payments Fees directly ("Client Fee"), or instruct Paymentus to collect the Paymentus Fee from the User (the "User Fee"). Client's designation of the fee model is set forth below:

Payment Methods	Paymentus Fee	Fee Model
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay, PayPal CFS and others as offered by Paymentus.	$1.87 Per Payment	Client Fee
Credit, Debit Cards	$1.87 Per Payment	Client Fee
ACH/eChecks	$0.52 per Payment	Client Fee
Enterprise Communication Messaging ("ECM") Outbound Messaging (SMS, Email, IVR)	Client will receive 50,000 messages annually at no charge. Additional messages will be billed at $0.09 per message.	Client Fee

Average Bill Amount	Maximum Payment Amount
$200.00	Credit/Debit/IPN: $50,000.00* ACH/eCheck: $100,000.00*

*The Paymentus Fees will be assessed in increments of $2,500.00.

Multiple payments may be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risk.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND PAYMENTUS CORPORATION

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

PAYMENTUS CORPORATION

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE CIVIC CENTER EXPANSION - FIRE STATION NO. 1 SECURITY CAMERA AND ACCESS CONTROL SYSTEM**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Maintenance Services Agreement with Convergint Technologies, LLC, of La Palma, California, for the Civic Center Expansion - Fire Station No. 1 Project security camera and access control system in the amount of $112,774 for a total not-to-exceed contract amount of $4,366,250; 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, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The proposed Amendment No. 5 with Convergint Technologies, LLC will increase the contract amount by $112,774 for a total not-to-exceed contract amount of $4,366,250. The FY 2024-25 Adopted Capital Improvement Program Budget includes appropriation for the Civic Center Expansion - Fire Station No. 1 Project in the Capital Projects Fund.

BACKGROUND & ANALYSIS: On January 21, 2025, the City Council approved Amendment No. 4 to the Maintenance Services Agreement with Convergint Technologies, LLC. The Communications Infrastructure Planning and Design Standards implemented by the Information Technology Agency encourages consistent technology infrastructure at all City facilities. This includes the security cameras and access control systems needed at Fire Station No. 1. The Information Technology Agency utilizes Convergint Technologies, LLC for all access control citywide due to the

standardization they provide. Staff recommends approving Amendment No. 5 to the Maintenance Services Agreement with Convergint Technologies, LLC to install the security cameras and card reader access control systems for Fire Station No. 1, which is estimated to be completed in August 2025.

This amendment is exempt from competitive bidding under applicable law because competitive proposals work an incongruity and are unavailing as affecting the final result, competitive proposals do not produce any advantage, and it is practically impossible to obtain what is required and to observe such form, (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631, 636-637), because it is necessary to match existing City infrastructure.

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. 5 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONVERGENT TECHNOLOGIES LLC

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Convergint Technologies, 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 Consultant desire to amend the Agreement to add security camera and access control system to Fire Station No. 1 for a total of $112,774. The parties have heretofore entered into that Amendment No. 1 dated November 7, 2023, and Amendment No. 2 dated January 16, 2024, Amendment No. 3 dated January 21, 2025, and Amendment No. 4 dated January 21, 2025.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3.7.19.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Services. The contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the maintenance necessary for the project (Services). The Services as described in Exhibit A attached hereto and incorporated herein by reference."

"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 Sixty-Six Thousand Two Hundred Fifty Dollars ($4,366,250)** 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."

Exhibit "A" – Scope of Services is hereby amended to add attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 5 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONVERGINT TECHNOLOGIES LLC

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

CITY OF ONTARIO

Approved By:

_____
Tito Haes
Executive Director Public Works

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CONVERGINT TECHNOLOGIES LLC

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

Reference:
City of Ontario Fire Station #1 Security Systems

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. Please note the following pricing ids for budgetary purposes only.

The scope of work includes the installation of a new Genetec access control and video surveillance system at the new Fire Station No. 1 building located in Ontario, CA. The project will include the installation of field devices, cameras, control panels, power supplies, cabling, and software licenses. Convergint will provide installation staff, project specialists, and project management to oversee implementation. The new access control and video surveillance system will connect to the existing Genetec Omnicast and Synergis system located at the Ontario City Hall. Convergint will perform the required programming for the new Genetec access control and video surveillance systems.

Access Control

- **Card Reader Doors**
  - Provide and install HID keypad card reader, door contact, rex motion detector and lock terminations for (9) card reader door locations as shown on the security drawings
  - Electrified door hardware and request-to-exit switches to be provided and installed by others
  - All electrified door hardware and request-to-exit switches to be tested and verified at the power transfer hinge
  - Convergint will provide connection at the hinge and provide power from the access control panel
  - Provide and install composite cable for each card reader door location and terminate at the nearest IDF room
  - Provide and install (1) Life & Safety Power dual voltage access control panel enclosure

- Provide and install Genetec intelligent controller and dual reader interface modules
- Provide and install (4) exterior quad-imager pendant mount cameras as shown on the security drawings
- Provide and install (1) exterior 180-degree panoramic wall mount camera as shown on the security drawings
- Provide and install network cable for each camera location and terminate at the nearest IDF room
- Convergint assumes all camera locations and cabling pathways can be reached with a standard a-frame ladder, lifts have been excluded from this proposal

- **Vehicle Sliding Gates**
  - Provide and install (2) card readers for the vehicle entry gates
  - Provide and install (2) 58" steel gooseneck pedestals with 6x6 steel hood
  - Convergint will require a concrete pad or base for the gooseneck pedestals
  - Provide and install the required cable for the pedestal card reader and gate motor relay
  - Convergint will require a cable pathway from the building's access control panel to the new gooseneck pedestal and automatic gate operator
  - All underground conduits, junction boxes, trenching, and backfill to be provided and installed by others

- **Pedestrian Gates**
  - Provide and install (2) card readers for the vehicle entry gates
  - Provide and install surface mount armored door contacts
  - Provide wire terminations for embedded request-to-exit switches
  - Provide wire terminations for the electrified door hardware
  - Provide and install the required underground-rated cable for the pedestal card reader and gate motor relay
  - Convergint will require a cable pathway from the building's access control panel to the new pedestrian gates
  - All underground conduits, junction boxes, trenching, and backfill to be provided and installed by others

- **Software Licenses**
  - Provide and install (5) Genetec Omnicast Enterprise camera connection and advantage licenses
  - Provide and install (13) Genetec Synergis Enterprise reader connection and advantage licenses

- Provide and install Genetec intelligent controller and dual reader interface modules
- Provide and install (4) exterior quad-imager pendant mount cameras as shown on the security drawings
- Provide and install (1) exterior 180-degree panoramic wall mount camera as shown on the security drawings
- Provide and install network cable for each camera location and terminate at the nearest IDF room
- Convergint assumes all camera locations and cabling pathways can be reached with a standard a-frame ladder, lifts have been excluded from this proposal

- **Vehicle Sliding Gates**
  - Provide and install (2) card readers for the vehicle entry gates
  - Provide and install (2) 58" steel gooseneck pedestals with 6x6 steel hood
  - Convergint will require a concrete pad or base for the gooseneck pedestals
  - Provide and install the required cable for the pedestal card reader and gate motor relay
  - Convergint will require a cable pathway from the building's access control panel to the new gooseneck pedestal and automatic gate operator
  - All underground conduits, junction boxes, trenching, and backfill to be provided and installed by others

- **Pedestrian Gates**
  - Provide and install (2) card readers for the vehicle entry gates
  - Provide and install surface mount armored door contacts
  - Provide wire terminations for embedded request-to-exit switches
  - Provide wire terminations for the electrified door hardware
  - Provide and install the required underground-rated cable for the pedestal card reader and gate motor relay
  - Convergint will require a cable pathway from the building's access control panel to the new pedestrian gates
  - All underground conduits, junction boxes, trenching, and backfill to be provided and installed by others

- **Software Licenses**
  - Provide and install (5) Genetec Omnicast Enterprise camera connection and advantage licenses
  - Provide and install (13) Genetec Synergis Enterprise reader connection and advantage licenses

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Exclusions

Electrical circuits, conduit, backboxes, fire-rated plywood, network switches, servers, workstations, patch panels, network drops, door hardware, request-to-exit switches, fire alarm connections, patch and paint, trenching, and 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.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	ACCESS CONTROL				
2	13.00	40KNKS-00-000000	SIGNO 40K,BLK/SLVR,PIG,CRD PFL STD,MARDY,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	$ 451.69	$ 5,871.97
3	10.00	GRI-18012WGW	SW SET, 3/4 STEEL DOOR ,SINGLE	$ 8.14	$ 81.40
4	1.00	SY-CLOUDLINK-G2	Synergis™ Cloud Link with 4GB of RAM, 16GB Flash, second generation, installed with Synergis™ access control firmware, four RS-485 ports, PoE.	$ 1,330.00	$ 1,330.00
5	1.00	SY-LP1502	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (2 reader licence connections included)	$ 1,702.80	$ 1,702.80
6	6.00	SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, 2 reader licence connections included). Add GSC-SY-X-1RE if more reader connections are needed.	$ 836.00	$ 5,016.00
7	1.00	LSP-FPO1502C82D8P8M2	FPO150/250-2C82D8PE8M2	$ 1,887.18	$ 1,887.18
8	1.00	LSP-NL4BOXED	Four port network monitoring module, mon	$ 338.46	$ 338.46
9	5.00	4461030-500	4 Element Composite Cable Plenum Ylw Jkt - 500'	$ 614.62	$ 3,073.10
10	2.00	4461111WBT	4 Element Composite Cable Non-Plenum Blk Jkt Water-Block-Tape	$ 1,960.00	$ 3,920.00
11	2.00	PM-HOODCS066	HOOD SQUARE 6.0 X 6 X 3	$ 99.92	$ 199.84
12	2.00	PM-589CS	58 PEDSTL PAD MNT STL BLK	$ 483.85	$ 967.70
13	1.00	MISC-HW	Miscellaneous Hardware	$ 3,205.13	$ 3,205.13
14	VIDEO SURVEILLANCE				

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Line	Qty	Part	Description	Unit Price	Extended Price
15	4.00	Z4-02634001	P3737-PLE 4 x 5MP Multidirectional Panoramic Camera with Deep Learning, 3.2-8.1mm Varifocal Lens (Replaces P3719-PLE)	$ 1,502.51	$ 6,010.04
16	4.00	Z4-5504821	T91D61 Wall Mount 1.5 NPS	$ 102.66	$ 410.64
17	4.00	Z4-01513001	T94N01D PENDANT KIT	$ 102.66	$ 410.64
18	1.00	Z4-02450001	P3827-PVE 7MP Multisensor Panoramic IP Camera, 3.3mm, 180-Degree Coverage, White	$ 1,563.56	$ 1,563.56
19	1.50	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	$ 452.31	$ 678.46
20	1.00	MISC-HW	Miscellaneous Hardware	$ 1,538.46	$ 1,538.46
21	GENETEC SOFTWARE LICENSES (NON-TAXABLE)				
22	13.00	ADV-RDR-P-1Y	Genetec Advantage for 1 Synergis™ Pro Reader 1 year	$ 13.00	$ 169.00
23	5.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec Advantage	$ 250.00	$ 1,250.00
24	5.00	ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast™ Enterprise Camera 1 year	$ 51.00	$ 255.00
25	9.00	ADV-RDR-E-1Y	Genetec Advantage for 1 Synergis™ Enterprise Reader 1 year	$ 16.00	$ 144.00

Equipment Total	$ 40,023.38
Total Labor/Other Costs	$ 65,800.82
Freight/Warranty	$ 3,579.44
Tax if Applicable	$ 3,370.36
Total Project Price	**$ 112,774.00**

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **A CONSTRUCTION CONTRACT WITH METROCELL CONSTRUCTION, INC. FOR THE JOHN GALVIN PARK LIGHTING UPGRADE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Metrocell Construction, Inc., of Ontario, California, to procure and install 19 new light fixtures and conduits for the John Galvin Park Lighting Upgrade project in the amount of $223,985 plus a 10% contingency of $22,399 for a total not-to-exceed contract amount of $246,384; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The proposed Construction Contract with Metrocell Construction, Inc. is in the amount of $223,985 plus a 10% contingency of $22,399 for a total not-to-exceed contract amount of $246,384. The Fiscal Year 2024-25 Adopted Budget includes appropriation for the John Galvin Park Lighting Upgrade project in the Community Development Block Grant (CDBG) Fund. If approved, additional appropriations will be included in future quarterly budget updates to the City Council for approval as needed.

BACKGROUND & ANALYSIS: The City receives an annual allocation from the CDBG program. The CDBG program is federal funding that is administered by the U.S. Department of Housing and Urban Development. CDBG funds can be used by local jurisdictions to support programs that benefit low and moderate-income areas and persons, including infrastructure, community facilities,

parks, and public services.

John Galvin Park has eight (8) lighting standards that are in need of replacement. Additionally, Staff identified various dark locations throughout the park and is proposing to install 11 new lighting standards to increase visibility in the area. Utilizing CDBG funding to purchase new lighting fixtures will better illuminate the park for the community it serves.

On February 20, 2025, Staff solicited bids for Bid No. 1858 John Galvin Lighting Upgrade project. Staff received twelve (12) bids ranging from $158,000 to $404,299 and are listed below.

Vendor	Location	Amount
Huntington Beach Electric, Inc.	Huntington Beach, CA	$158,000.00
MC Electric	Chino, CA	$179,280.00
Polar Electrical Co.	Fallbrook, CA	$194,500.00
KBCI	Rowland Heights, CA	$222,222.00
Metrocell Construction, Inc.	Ontario, CA	$223,984.75
The Stone Collector	Anaheim, CA	$235,565.00
Lighting Technology Services, Inc.	Santa Ana, CA	$238,921.89
Asad Holdings LLC	Laguna Hills, CA	$257,500.00
Elecnor Belco Electric, Inc.	Chino, CA	$286,950.00
Optima Energy, Inc.	Artesia, CA	$312,552.78
Blue Collar Contractors	Upland, CA	$330,000.00
M. Brey, Inc.	Beaumont, CA	$404,299.00

Huntington Beach Electric, Inc., MC Electric, Polar Electrical Co., and KBCI's bids were found non-responsive due to incorrectly completing the bid package, including CDBG program instructions and forms. Metrocell Construction, Inc. was the lowest responsible and responsive bidder. On March 18, 2025, the City received a protest letter from MC Electric stating their submitted bid was lower than the submitted bid by Metrocell Construction, Inc. Even though MC Electric's bid was lower, MC Electric failed to correctly submit all necessary and required forms required by the bid documents. The City responded to MC Electric with a letter and e-mail dated March 31, 2025, stating that the bid protest was meritless because of their incomplete bid package per the stated requirements.

Metrocell Construction, Inc. submitted the lowest responsible bid that met all the required specifications. Based on credentials, pricing, and favorable reference checks, Staff recommends awarding Construction Contract No. MS2425-09 to Metrocell Construction, Inc. The project's estimated completion date is June 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

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Metrocell Construction, Inc.** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

Provide and install new foundation near existing light poles on the North and South sections of the park located at 1072 N. Grove Avenue, Ontario, CA 91761

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **180 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Twenty-Three Thousand Nine Hundred Eighty-Five Dollars with Zero Cents ($223,985).** Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$624** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor $250 per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification

Fleet Compliance Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties

pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

METROCELL CONSTRUCTION, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF _____

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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

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Number of Pages

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END OF PAYMENT BOND

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bid Guarantee -- The Bid Bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

7. Bidder -- The individual or entity who submits a Bid directly to the City.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

10. City's Representative – The City of Ontario, and acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms the City and Owner may be used interchangeably

11. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

13. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

14. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

15. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to complete the Work so that it is ready for final payment.

16. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

1. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be identified by the Contractor and shall not be changed without prior written consent of the City.

2. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

3. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

4. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

5. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

6. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

7. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

8. Engineer -- Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

9. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

10. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

11. Holiday – Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26

New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

12. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

13. Notice of Completion -- The form which may be executed by the City constituting final acceptance of the Project.

14. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

15. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

16. Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

17. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

18. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

19. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

20. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

21. Site -- Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

22. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

23. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

24. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

25. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

26. Successful Bidder -- The responsible Bidder submitting a responsive Bid to whom the City makes an award.

27. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

28. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

29. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

30. Warranty -- A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

31. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents

A. Within ten (10) Days after receipt of the Notice of Award and before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

2.3 Evidence of Insurance

A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Execution of the Contract

A. Upon receipt of the required Contract Documents, the City will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform

A. Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Guarantee, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Times.

2.6 Commencement of Contract Times; Notice to Proceed

A. The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Times begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents

A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule

A. Substitution Requests. Within thirty-five (35) days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within five (5) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of Section 00 72 00, Article 5.21.

C. Schedule. Within ten (10) days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of Section 00 72 00, Article 8.2.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a conference attended by the City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records.

B. At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and

responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Subcontractor Mobilization Meeting.

A. Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.11 Authority of Council; Engineer

A. The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer.

B. The decision of the Engineer is final and binding on all questions relating to:

1. quantities;

2. acceptability of material, equipment, or work;

3. execution, progress or sequence of work;

4. interpretation of the Plans, Specifications, or other Contract Documents; and

5. Any other areas specifically identified in the Contract Documents or under the law.

C. Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2.12 Mobilization

A. When a Bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for mobilization payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, as applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job Site as required herein.

12. Submittal of construction schedule as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents

A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project.

C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

D. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

E. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City, Contractor, or any of their Subcontractors, consultants, agents, or

employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence.

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

   a. Permits from other agencies as may be required by law

   b. Change Orders, most recent first

   c. Contract

   d. Addenda, most recent first

   e. Special Conditions

   f. Specifications

   g. Construction Plans and Drawings(Contract Drawings)

   h. General Conditions

   i. Instructions to Bidders

   j. Notice Inviting Bids

k. Contractor's Bid (Bid Forms)

l. Standard Specifications for Public Works Construction "Greenbook" latest edition (Sections 1-9 Excluded)

m. Applicable Local Agency Standards and Specifications

n. Standard Drawings

o. Reference Documents

2. With reference to the Drawings the order of precedence shall be as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda/Change Order drawings govern over Drawings

d. Contract Drawings govern over Standard Drawings

e. Contract Drawings govern over Shop Drawings

3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. The City's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

4.2 Insurance

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish the City with original certificates of insurance and endorsements effective coverage required by this Contract 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 acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all 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 hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials, agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract 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 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $5,000,000/$10,000,000 per occurrence for bodily injury, personal injury and property damage If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, two million dollars ($2,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and the City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the City.

3. Policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the City to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

b. Coverage shall include all materials stored on site and in transit.

c. Coverage shall include Contractor’s tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

G. **Contractor’s Pollution Liability Coverage**. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000/$2,000,000 per occurrence and $2,000,000 aggregate.

H. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the City as a result thereof.

I. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

J. **Form and Proof of Carriage of Insurance**

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City’s Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related

investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) 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, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on

the part of the insurer. The City, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the City's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses

A. Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, excavation permit, for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City, unless otherwise specified in the Contract Documents.

B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5.3 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the City's standards. Contractor needs to make themselves aware of the City's safety policies and procedures, and shall meet or exceed all City standards in areas where the City must enter to perform inspections.

C. Hazard Communication Programs. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

5.6 Hazardous Materials

A. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing).

C. Subject to Contractor's compliance with this Article 5.6(B), the City shall verify the presence or absence of the Hazardous Waste reported by the Contractor, except as qualified under Article 5.6(A) and Article 5.6(B) in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the City.

D. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor 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 Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board (“State Water Board”) Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, 2022-0057-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the City has not prepared a Storm Water Pollution Prevention Plan ("SWPPP") or other storm water compliance plan for the Project Site. A SWPPP must be prepared and Best Management Practices (BMP) must be implemented for the Project Site. A qualified SWPP Developer ("QSD") and a Qualified SWPPP Practitioner ("QSP") for the project is required to prepare and implement the SWPPP for the Project Site, including condition and documenting weekly inspections of the project, pre- and post-storm event inspections and inspections every 24 hours, for annual reporting and proper site management. The Contractor shall retain personnel serving as QSD(s) that shall have an active and current certification. Engineering and/or geology work performed for the site shall be conducted by a California licensed professional.

   Contractor shall be responsible for filing the Notice of Intent ("NOI") and for obtaining coverage under the Construction General Permit. This includes filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a SWPPP for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. All submittals shall be coordinated with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Construction General Permit. Before any NOI, PRD, SWPPP, or other Construction General Permit-related document may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the City and/or City's designee. Contractor shall include all costs of compliance with specified requirements in the Contract Price.

E. The City retains the right to develop its own documentation for the Project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately

maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

F. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

G. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

H. The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

5.11 Environmental Quality Protection

A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5.12 Excessive Noise

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

B. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material

A. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Inspector's Field Office.

A. If required by the City, the Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, an ability to connect to the internet, and a fax machine at Contractor's expense. The field office shall be provided within 20 Days of the Notice to Proceed.

B. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

5.15 Contractor's Supervision.

A. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.16 Workers.

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

5.17 Independent Contractors.

A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

5.18 Verification of Employment Eligibility.

A. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

5.19 Labor.

A. Hours of Work

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by

any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.

5. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

6. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed Holidays, unless otherwise approved by the City:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

B. <u>Payroll Records; Labor Compliance</u>

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. <u>Prevailing Rates of Wages</u>

1. The Contractor is aware of the requirements of Labor Code sections 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 certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total

compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.

E. Employment of Apprentices

1. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio

the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors

1. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.20 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.21 Progress Meetings

A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, City, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The City will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.22 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Submittals must be transmitted electronically.

   b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

   d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

   e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

   f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.

g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.

j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.23 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the City specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible

with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous Submittals.

5.24 Record ("As-Built") Drawings.

A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineers. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

5.25 Layout and Field Engineering.

A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

5.26 Separate Contracts and Cooperation.

A. Separate Contracts. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.27 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.28 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

5.29 Protection of Work and Property.

A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and

properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the City.

4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from the City or a public agency responsible for air quality, the City shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

10. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's written approval. Any request for approval to reduce or restrict access to

residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

E. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

F. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

G. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.30 Emergencies.

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

A. The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other

agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. Except for an adjustment to Unit Price Work for item overruns and underruns in accordance with the Contract Documents, no additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection and Testing of Work and Materials

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

3. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

4. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests

or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from

any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all the City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

A. When a soils investigation report for the Site is available, such report is provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine the condition of the so

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.

2. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

2. The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.

3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

4. A "Subsurface Installation" is defined in Government Code Section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor

shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

6. After the utility survey is completed, the Contractor shall commence “potholing” or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code Section 4216.4 if the excavation within the “tolerance zone” of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (c) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting.” The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within five (5) Days of discovery of the circumstances giving rise to the delay in accordance with Article 9.1 Change Orders and Time Extensions.

2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

3. The City will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 9.1 Change Orders and Time Extensions. The Contractor shall not be assessed liquidated damages for delay in completion of the

Project, when such delay is caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 9.1 Change Orders and Time Extensions and Article 9.3 Time for Completion and Liquidated Damages.

4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract Documents.

6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

D. Construction at Existing Utilities

1. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this work, shall be included in Contractor's bid and distributed in the schedule of pay Items. No additional compensation shall be made to the Contractor for this work.

7.4 Trenches

A. Trenches Five Feet or More in Depth.

1. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule. Copies are not acceptable.

B. Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.

C. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized Change Order.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the

Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

E. Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

F. Recovery Schedule.

1. Should any of the following conditions exist, City may require Contractor to prepare, at no extra cost to City, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:

a. The Contractor's monthly progress report indicates delays that are, in the opinion of City, of sufficient magnitude that City questions the Contractor's ability to complete the Work;

b. The schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

c. The Contractor desires to make changes in the logic or the planned duration of future activities of the schedule which, in the opinion of City, are major in nature.

2. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.

3. Contractor shall submit the Recovery Schedule within seven (7) Days of City's request. If Contractor asserts that City is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of City's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule with seven (7) Days of City's request may result in City withholding progress payments or other amounts due under the Contract Documents.

4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence. Regardless of whether City directs Contractor to prepare a recovery schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to City to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

8.3 Time for Completion and Liquidated Damages

A. Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

B. Liquidated Damages. If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

D. Extension of Time. Contractor's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

E. Reverse Liquidated Damages. Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of

the time for completion set forth in Article 2 of the Contract for Construction, the City shall pay to the Contractor the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work. The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

F. Force Majeure. In accordance with subparagraphs "D" and "E" above, the Contractor shall not be charged liquidated damages, and the City shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

G. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

H. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

A. Until the acceptance of the Work by the Engineer as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The City's Right to Suspend/Terminate the Contract

A. Suspension of Work by the City

1. The City may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

a. Immediately discontinue Work on the date and to the extent specified in the notice;

b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

c. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

d. Continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Except as provided by this Article, as full and complete compensation for such suspension, Contractor shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Contractor's actual costs associated with the demobilized condition of the Site and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if

the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Upon termination, Contractor shall not be entitled to receive any further payment from the City, except for Work which was duly performed prior to the effective date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the effective date of the Notice of Termination. The City may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor’s failure to perform its duties under the Contract.

C. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or

adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

a. Stop Work as specified in the Notice.

b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

g. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the City.

4. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

6. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section,

and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Completion and Acceptance of Work

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.9 Warranty and Guaranty of Work.

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work

damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. <u>Acceptance of Defective Work.</u>

1. If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

I. The City May Correct Defective Work

1. If Contractor fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the City correcting Defective Work.

J. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 -CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions

All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever

any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

A. Change in Contract Procedures

1. City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

2. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

a. If due to unknown subsurface or latent physical conditions, within three (3) Days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

b. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) Days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) Days is not possible or practicable.

c. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

3. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. The Change Order Request shall include all of the following information (unless inapplicable to the change):

a. A detailed description of the circumstances giving rise to the request;

b. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

c. Supporting documentation for all costs;

d. A time impact analysis showing the impact of the delay to the critical path to completion;

e. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

f. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule.

The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

4. City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

5. Contractor's Waiver of Further Relief.

CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER

BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the ability of the City to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

6. Change Order Format

a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

b. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

B. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

4. Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

5. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

(i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(ii) All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number.

(iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

d. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

(i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.

(ii) For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

(iii) For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

(iv) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

(v) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

(vi) Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

e. Documentation of Time-and-Material Costs.

(i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.

(ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

(i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

(ii) Office Expenses. Expenses of Contractor's principal and branch offices;

(iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

(iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

(v) Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

(vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

(xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.2 Procedure for Resolving Claims.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

B. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;

2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

C. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

D. **Documentation.** The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

a. Specifications

b. Drawings

c. Clarifications (Requests for Information)

d. Schedules

e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

E. City's Response. Upon receipt of a Claim pursuant to this Article, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

F. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

G. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be

experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

J. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. 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 adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

K. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

A. Lump Sum Work.

1. Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing

the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

B. Unit Price Work.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.

2. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid.

3. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

a. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

b. there is no corresponding adjustment with respect to any other item of Work; and

c. Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Additional Work. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the

remainder a further deduction may be made in accordance with Section C below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Count for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and

properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.

C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this Contract.

D. In case of suspension of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the

Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

A. Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall

be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 All Legal Provisions Included

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

   Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

   Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation

F. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: **A CONSTRUCTION CONTRACT WITH RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC. FOR THE ELECTRICAL WORK AT THE ONTARIO SPORTS EMPIRE SPORTS FIELDS AND A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH CREW, INC. FOR THE GRADING AT THE ONTARIO SPORTS EMPIRE**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Rancho Pacific Electrical Construction, Inc., of Rancho Cucamonga, California, to provide construction services for the D&C23-022 Ontario Sports Empire – Sports Fields project in the amount of $46,991,200 and authorize a contingency of $4,700,000 for a total not-to-exceed contract amount of $51,691,200, and
B. Authorize the City Manager, or his designee, to execute Change Order No. 1 in the amount of $15,026,000 to the Construction Contract with Crew, Inc., of Compton, California, for D&C23-022 Ontario Sports Empire - Mass Grading project, increasing the contract amount from $41,870,320, to $62,598,920, which includes an increase to the project contingency by $1,502,600 for a new total not-to-exceed contract authorization of $62,598,920, and
C. Authorize the extension of working hours to be Monday through Saturday from 6:00 am to 11:00 pm and on Sunday from 8:00 am to 6:00 pm for the duration of the construction of the Ontario Sports Empire; and
D. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in

Ontario Ranch

FISCAL IMPACT: The recommended Construction Contract with Rancho Pacific Electric Construction, Inc. for the electrical work for D&C23-022 Ontario Sports Empire - Sports Fields is in the amount of $46,991,200 plus a contingency of $4,700,000, for a total not-to-exceed contract amount of $51,691,200.

The recommended Change Order No. 1 to the Construction Contract with Crew, Inc. for the construction of the D&C23-022 Sports Complex Mass Grading is in the amount of in the amount of $15,026,000, increasing the contract amount from $41,870,320 to $56,896,320, with an increase to contingency of $1,502,600 for a total contingency of $5,702,600 for a new total not-to-exceed contract authorization of $62,598,920.

The total amount of all recommended actions is $68,219,800. If approved, additional appropriations in the Capital Projects-Measure Q Fund will be included in future quarterly budget updates to the City Council for approval as needed.

BACKGROUND & ANALYSIS: On August 6, 2024, the City Council approved the Environmental Impact Report for the Ontario Sports Empire. The Ontario Sports Empire consists of sports fields, including approximately 13 multi-use fields, eight (8) multi-use baseball/softball fields, and open space. The extension of the construction hours will allow the Ontario Sports Empire to be completed by October 2026.

Ontario Sports Empire - Electrical

On March 18, 2025, three (3) bids were received for Bid No. 1892 - D&C23-022 – Ontario Sports Empire - Electrical. The bids ranged from $46,991,200 to $55,390,000 and are summarized below:

Bidder	Location	Amount
Rancho Pacific Electric Construction, Inc.	Rancho Cucamonga, CA	$46,991,200
CMD Electric, Inc	Ontario, CA	$47,700,000
Helix Electric, Inc.	San Diego, CA	$55,390,000

Rancho Pacific Electric Construction, Inc., of Rancho Cucamonga, California, submitted the lowest responsible and responsive bid with a base cost of $46,991,200. Based on the credentials, pricing, and reference checks, Staff recommends awarding Construction Contract D&C23-022 Ontario Sports Empire - Electrical to Rancho Pacific Electric Construction, Inc. and anticipates construction to be completed by October 2026.

Ontario Sports Empire – Mass Grading

On September 17, 2024, the City Council approved a Construction Contract with Crew, Inc. for Bid No. 1812 - D&C23-022 Ontario Sports Empire - Mass Grading. Change Order No. 1 includes mass grading services for the Northwest portion of the Ontario Sports Empire. The Northwest portion of the Ontario Sports Empire on the corner of Vineyard Ave. and Riverside Ave., totaling 40 acres, was

not included in the original grading bid since the City did not own the property at the time. Staff recommends approving Change Order No. 1 to the Construction Contract with Crew, Inc., and anticipates the grading construction to be completed by June 2025.

This work is exempt from competitive bidding under applicable law because competitive proposals work an incongruity and are unavailing as affecting the final result, competitive proposals do not produce any advantage, and it is practically impossible to obtain what is required and to observe such form, (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631, 636-637), because the work identified could not have been ascertained prior to commencement of work, the pricing is on fair and reasonable terms pursuant to the change order provisions of the underlying contract, and bidding the work as a separate contract would result in greater expense to the public.

CITY OF ONTARIO
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COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C23-022 is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Rancho Pacific Electric Construction, Inc**., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

Ontario Regional Sports Complex - Electrical

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents **per the contract schedule and within 538 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Forty-Six Million Nine Hundred Ninety-One Thousand Two Hundred Dollars ($46,991,200)**. Payment shall be made as set forth in the General

Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $20,000 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Scope of Work Summary
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Rancho Pacific Electric Construction, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

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MAYOR

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DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: D&C23-011

Change Order Number: **1**

Contract Date: **September 17, 2024**

Change Order Date:

To: Crew, Inc.
Attn: Zachary Gohdes
19618 S. Susana Rd
Rancho Dominguez, CA 90221

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

The Contract is changed as follows:

- Per PCO #01 – Provide grading and excavation for the Northwest portion of the Ontario Sports Empire – NTE increase: $15,026,000

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

NOT VALID UNTIL SIGNED BY OWNER

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

The original Contract Price was	$ 41,870,320
Net change by previously authorized Change Orders	$
The Contract Price prior to this Change Order was	$ 41,870,320
The Contract Price will be changed by this Change Order in the amount of	$ 15,026,000
The new Contract Price including this Change Order will be	$ 56,896,320

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

The Contract Time will be: increased ☐ decreased ☐ unchanged ☒ by	0	Days
The Contract Time prior to this Change Order was	561	Days
The new Contract Time including this Change Order will be	561	Days

Attachments: Crew, Inc. PCO #01 and all back up documentation

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

Accepted:

(Signature) Zachary Gohdes, Estimator — Date

Approved:

(Signature) Tito Haes, Executive Director Public Works — Date

Approved:

(Signature) Scott Ochoa, City Manager — Date

(BB&K 2020)
46700.00100\33457526.1

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

SUBJECT: **A CONSTRUCTION CONTRACT WITH 3M CONSTRUCTION CORPORATION FOR THE LATIMER FIELD CONCESSION AND RESTROOM RENOVATION PROJECT AT JOHN GALVIN PARK**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a construction contract with 3M Construction Corporation, of Anaheim, California, for the Latimer Field Concession and Restroom Renovation Project at John Galvin Park in the amount of $943,899 plus a 10% contingency of $94,390 to address any unforeseen issues that may arise during the construction, for a total not-to-exceed contract amount of $1,038,289; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the Latimer Field Concession and Restroom Renovation Project at John Galvin Park. The recommended Construction Contract with 3M Construction Corporation is in the amount of $943,899 plus a 10% contingency of $94,390 for a total not-to-exceed contract amount of $1,038,289.

BACKGROUND & ANALYSIS: The proposed renovation will address the severely deteriorated condition of the concession building, rendering it unusable in its current condition. The project will also provide new ADA compliant restroom facilities. The renovation is intended to provide new

offices, storage, announcer booth spaces and new restroom facilities for Ontario Eastern Little League.

On February 19, 2025, the City solicited bids for Bid No. 1887 Latimer Field Concession and Restroom Renovation Project at John Galvin Park. Ten bids were received that met the bid criteria and standards necessary to perform this work. The bid results are listed below:

Vendor Name	**Location**	**Bid Amount**
3M Construction Corporation	Anaheim, CA	$943,899
YMC	Irvine, CA	$1,370,000
Metro Builders & Engineers Group, Ltd.	Newport Beach, CA	$1,390,718
Urban Professional Builders	Pasadena, CA	$1,914,000
Edra Construction Corporation	Glendora, CA	$1,980,000
D.F. Perez Construction, Inc.	Anaheim, CA	$1,993,236
Armstrong Cal Builders Inc.	Stanton, CA	$2,078,000
Wakeco, Inc.	Temecula, CA	$2,110,000
Final Touch Construction	Ontario, CA	$2,186,500
Tovey/Shultz Construction, Inc.	Lake Elsinore, CA	$2,554,241

3M Construction Corporation, of Anaheim, California, submitted the lowest responsible and responsive bid at $943,899. Based on their credentials, pricing, and favorable reference checks, Staff recommends awarding a Construction Contract to 3M Construction Corporation for the Latimer Field Concession and Restroom Renovation Project at John Galvin Park. The project is estimated to be completed in October 2025.

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CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **3M Construction Corporation**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

LATIMER FIELD CONCESSION AND RESTROOM RENOVATION PROJECT

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **160 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Hundred Forty-Three Thousand Eight Hundred**

Ninety-Nine Dollars ($943,899). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$250** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor **$50** per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Fleet Compliance Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction

General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

3M Construction Corporation

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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STATE OF CALIFORNIA
COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

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Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

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

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Signer is representing:
Name Of Person(s) Or Entity(ies)

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DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bid Guarantee -- The Bid Bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

7. Bidder -- The individual or entity who submits a Bid directly to the City.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

10. City's Representative – The City of Ontario, and acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms the City and Owner may be used interchangeably

11. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

13. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

14. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

15. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to complete the Work so that it is ready for final payment.

16. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

1. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be identified by the Contractor and shall not be changed without prior written consent of the City.

2. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

3. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

4. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

5. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

6. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

7. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

8. Engineer -- Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

9. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

10. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

11. Holiday – Holidays occur on:

    New Year's Day - January 1
    President's Day – Third Monday in February
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran's Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24
    Christmas Day - December 25

Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

12. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

13. Notice of Completion -- The form which may be executed by the City constituting final acceptance of the Project.

14. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

15. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

16. Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

17. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

18. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

19. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

20. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

21. Site -- Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

22. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

23. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

24. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

25. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

26. Successful Bidder -- The responsible Bidder submitting a responsive Bid to whom the City makes an award.

27. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

28. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

29. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

30. Warranty -- A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

31. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents

A. Within ten (10) Days after receipt of the Notice of Award and before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

2.3 Evidence of Insurance

A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Execution of the Contract

A. Upon receipt of the required Contract Documents, the City will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform

A. Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Guarantee, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Times.

2.6 Commencement of Contract Times; Notice to Proceed

A. The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Times begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents

A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule

A. Substitution Requests. Within thirty-five (35) days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within five (5) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of Section 00 72 00, Article 5.21.

C. Schedule. Within ten (10) days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of Section 00 72 00, Article 8.2.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a conference attended by the City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules

referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records.

B. At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Subcontractor Mobilization Meeting.

A. Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.11 Authority of Council; Engineer

A. The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer.

B. The decision of the Engineer is final and binding on all questions relating to:

1. quantities;

2. acceptability of material, equipment, or work;

3. execution, progress or sequence of work;

4. interpretation of the Plans, Specifications, or other Contract Documents; and

5. Any other areas specifically identified in the Contract Documents or under the law.

C. Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2.12 Mobilization

A. When a Bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for mobilization payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, as applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job Site as required herein.

12. Submittal of construction schedule as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents

A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project.

C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

D. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

E. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the

Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence.

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

   a. Permits from other agencies as may be required by law

   b. Change Orders, most recent first

   c. Contract

   d. Addenda, most recent first

   e. Special Conditions

   f. Specifications

g. Construction Plans and Drawings(Contract Drawings)

h. General Conditions

i. Instructions to Bidders

j. Notice Inviting Bids

k. Contractor's Bid (Bid Forms)

l. Standard Specifications for Public Works Construction "Greenbook" latest edition (Sections 1-9 Excluded)

m. Applicable Local Agency Standards and Specifications

n. Standard Drawings

o. Reference Documents

2. With reference to the Drawings the order of precedence shall be as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda/Change Order drawings govern over Drawings

d. Contract Drawings govern over Standard Drawings

e. Contract Drawings govern over Shop Drawings

3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. The City's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

4.2 Insurance

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish the City with original certificates of insurance and endorsements effective coverage required by this Contract 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 acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all 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 hereunder. All insurance coverage maintained or procured

pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials, agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract 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 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($2,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall

provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and the City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the City.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the City to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

b. Coverage shall include all materials stored on site and in transit.

c. Coverage shall include Contractor's tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

G. **Contractor's Pollution Liability Coverage**. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

H. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

I. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

J. **Form and Proof of Carriage of Insurance**

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) 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, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the City's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses

A. Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, excavation permit, for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City, unless otherwise specified in the Contract Documents.

B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5.3 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory

interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with

California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the City's standards. Contractor needs to make themselves aware of the City's safety policies and procedures, and shall meet or exceed all City standards in areas where the City must enter to perform inspections.

C. Hazard Communication Programs. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

5.6 Hazardous Materials

A. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing).

C. Subject to Contractor's compliance with this Article 5.6(B), the City shall verify the presence or absence of the Hazardous Waste reported by the Contractor, except as qualified under Article 5.6(A) and Article 5.6(B) in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the City.

D. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor 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 Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board ("State Water Board") Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, 2022-0057-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the City has not prepared a Storm Water Pollution Prevention Plan ("SWPPP") or other storm water compliance plan for the Project Site. A SWPPP must be prepared and Best Management Practices (BMP) must be implemented for the Project Site. A qualified SWPP Developer ("QSD") and a Qualified SWPPP Practitioner ("QSP") for the project is required to prepare and implement the SWPPP for the Project Site, including condition and documenting weekly inspections of the project, pre- and post-storm event inspections and inspections every 24 hours, for annual reporting and proper site management. The Contractor shall retain personnel serving as QSD(s) that shall have an active and current certification. Engineering and/or geology work performed for the site shall be conducted by a California licensed professional.

Contractor shall be responsible for filing the Notice of Intent ("NOI") and for obtaining coverage under the Construction General Permit. This includes filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a SWPPP for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. All

submittals shall be coordinated with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Construction General Permit. Before any NOI, PRD, SWPPP, or other Construction General Permit-related document may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the City and/or City's designee. Contractor shall include all costs of compliance with specified requirements in the Contract Price.

E. The City retains the right to develop its own documentation for the Project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

F. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

G. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

H. The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

5.11 Environmental Quality Protection

A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and

regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should

Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5.12 Excessive Noise

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

B. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material

A. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Inspector's Field Office.

A. If required by the City, the Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, an ability to connect to the internet, and a fax machine at Contractor's expense. The field office shall be provided within 20 Days of the Notice to Proceed.

B. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local

telephone service, and adequate heat and air conditioning for the field office until authorized removal.

5.15 Contractor's Supervision.

A. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.16 Workers.

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

5.17 Independent Contractors.

A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

5.18 Verification of Employment Eligibility.

A. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

5.19 Labor.

A. Hours of Work

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall

constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.

5. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

6. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed Holidays, unless otherwise approved by the City:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

B. <u>Payroll Records; Labor Compliance</u>

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages

1. The Contractor is aware of the requirements of Labor Code sections 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 certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.

E. Employment of Apprentices

1. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors

1. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment

of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.20 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.21 Progress Meetings

A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, City, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The City will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.22 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

a. Submittals must be transmitted electronically.

b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.

g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.

j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is

made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.23 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the City specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include

drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous Submittals.

5.24 Record ("As-Built") Drawings.

A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical

locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineers. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

5.25 Layout and Field Engineering.

A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

5.26 Separate Contracts and Cooperation.

A. Separate Contracts. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily

and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.27 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.28 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to

compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

5.29 Protection of Work and Property.

A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the City.

4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from the City or a public agency responsible for air quality, the City shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

10. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

E. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

F. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

G. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.30 <u>Emergencies.</u>

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

A. The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. Except for an adjustment to Unit Price Work for item overruns and underruns in accordance with the Contract Documents, no additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection and Testing of Work and Materials

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

3. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

4. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for

which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in

the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all the City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

A. When a soils investigation report for the Site is available, such report is provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine the condition of the so

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.

2. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid

interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

2. The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.

3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

4. A "Subsurface Installation" is defined in Government Code Section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code Section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the

information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within five (5) Days of discovery of the circumstances giving rise to the delay in accordance with Article 9.1 Change Orders and Time Extensions.

2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

3. The City will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 9.1 Change Orders and Time Extensions. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 9.1 Change Orders and Time Extensions and Article 9.3 Time for Completion and Liquidated Damages.

4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract Documents.

6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

D. Construction at Existing Utilities

1. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this work, shall be included in Contractor's bid and distributed in the schedule of pay Items. No additional compensation shall be made to the Contractor for this work.

7.4 Trenches

A. Trenches Five Feet or More in Depth.

1. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule. Copies are not acceptable.

B. Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project.

Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.

C. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized Change Order.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

E. Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

F. Recovery Schedule.

1. Should any of the following conditions exist, City may require Contractor to prepare, at no extra cost to City, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:

a. The Contractor's monthly progress report indicates delays that are, in the opinion of City, of sufficient magnitude that City questions the Contractor's ability to complete the Work;

b. The schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

c. The Contractor desires to make changes in the logic or the planned duration of future activities of the schedule which, in the opinion of City, are major in nature.

2. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.

3. Contractor shall submit the Recovery Schedule within seven (7) Days of City's request. If Contractor asserts that City is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of City's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule with seven (7) Days of City's request may result in City withholding progress payments or other amounts due under the Contract Documents.

4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence. Regardless of whether City directs Contractor to prepare a recovery schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to City to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

8.3 Time for Completion and Liquidated Damages

A. Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

B. Liquidated Damages. If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

D. Extension of Time. Contractor's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

E. Reverse Liquidated Damages. Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time for completion set forth in Article 2 of the Contract for Construction, the City shall pay to the Contractor the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work. The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

F. Force Majeure. In accordance with subparagraphs "D" and "E" above, the Contractor shall not be charged liquidated damages, and the City shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other

compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

G. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

H. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

A. Until the acceptance of the Work by the Engineer as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The City's Right to Suspend/Terminate the Contract

A. Suspension of Work by the City

1. The City may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

a. Immediately discontinue Work on the date and to the extent specified in the notice;

b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

c. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

d. Continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Except as provided by this Article, as full and complete compensation for such suspension, Contractor shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Contractor's actual costs associated with the demobilized condition of the Site and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Upon termination, Contractor shall not be entitled to receive any further payment from the City, except for Work which was duly performed prior to the effective date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the effective date of the Notice of Termination. The City may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

C. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

a. Stop Work as specified in the Notice.

b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents

to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

g. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the City.

4. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

6. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Completion and Acceptance of Work

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the

Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.9 Warranty and Guaranty of Work.

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City

for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

I. The City May Correct Defective Work

1. If Contractor fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of

them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the City correcting Defective Work.

J. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 -CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions

All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

A. Change in Contract Procedures

1. City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change

Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

2. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

a. If due to unknown subsurface or latent physical conditions, within three (3) Days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

b. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) Days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) Days is not possible or practicable.

c. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

3. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. The Change Order Request shall include all of the following information (unless inapplicable to the change):

a. A detailed description of the circumstances giving rise to the request;

b. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

c. Supporting documentation for all costs;

d. A time impact analysis showing the impact of the delay to the critical path to completion;

e. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

f. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule.

The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

4. City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

5. Contractor's Waiver of Further Relief. **CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

   Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the ability of the City to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written

(including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

6. Change Order Format

a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

b. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

B. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

4. Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

5. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

(i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(ii) All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number.

(iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

d. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

(i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.

(ii) For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

(iii) For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

(iv) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

(v) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

(vi) Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

e. Documentation of Time-and-Material Costs.

(i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.

(ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be

presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

(i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

(ii) Office Expenses. Expenses of Contractor's principal and branch offices;

(iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

(iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

(v) Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

(vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

(xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.2 Procedure for Resolving Claims.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

B. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;

2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

C. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

D. **Documentation.** The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

a. Specifications

b. Drawings

c. Clarifications (Requests for Information)

d. Schedules

e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

E. City's Response. Upon receipt of a Claim pursuant to this Article, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

F. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

G. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through

negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

J. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. 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 adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

K. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

A. Lump Sum Work.

1. Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

B. Unit Price Work.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.

2. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid.

3. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

a. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

b. there is no corresponding adjustment with respect to any other item of Work; and

c. Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Additional Work. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section C below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Count for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring

interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.

C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this Contract.

D. In case of suspension of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and

claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

A. Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall

be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 All Legal Provisions Included

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

   Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

   Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation

F. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The recommended action has no direct fiscal impact as the Memorandum of Understanding modifications coincide with the City's current practice of reporting special compensation for employees represented by the Ontario Professional Firefighters Association.

BACKGROUND & ANALYSIS: The proposed Resolution related to amending the current Memorandum of Understanding for OFFA is recommended as a result of the review from CalPERS of reportable compensation for employees recently retired from active service in accordance with the California Public Employees' Retirement Law. CalPERS indicated that modifications to sections in the OFFA Memorandum of Understanding are required to coincide with the City's practice in reporting special compensation to CalPERS. The modifications requested in the proposed Resolution and side letter are to include language to identify the calculation of special compensation, including the calculation of Heavy Equipment Operator, Aircraft Rescue & Firefighting (ARFF) Assignment, Longevity, and Holiday pay. To ensure compliance, the City met with OFFA to discuss the proposed changes and approve the modifications. The Resolution and side letters will help ensure that special compensation items reported by the City to CalPERS are included in the calculation of pension benefits for retirees as intended by the City.

RESOLUTION NO. _____

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

WHEREAS, the City of Ontario ("City") and the Ontario Professional Firefighters Association, Local 1430 I.A.F.F. (OFFA) entered into a memorandum of understanding from July 1, 2023 through June 30, 2027 ("MOU") to outline the agreement between the parties regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") conducted a review of the reported compensation for several retiring City employees and instructed the City to make certain modifications to the MOU in order to ensure that reported special compensation items were included in pension benefit calculations.

NOW THEREFORE, be it resolved the City Council hereby finds and determines the following:

SECTION 1. That the City Council hereby approves a side letter amending the MOU, incorporated herein by reference and enclosed as Exhibit "A" ("side letter"), which incorporates the modifications suggested by CalPERS.

SECTION 2. That the City Council hereby authorizes the City Manager to execute said side letter on behalf of the City.

SECTION 3. This Resolution shall become effective upon its adoption.

SECTION 4. The City Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

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

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 6, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held May 6, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Amendment to the 2023 – 2027 Memorandum of Understanding Between the City of Ontario and Ontario Professional Firefighters Association

The City of Ontario and the Ontario Professional Firefighters Association (OFFA), Local 1430, I.A.F.F. (Association) agree to modify Sections 10.03.J, 10.05, 15.01 and 15.02 of their Memorandum of Understanding (MOU) covering the period of July 1, 2023, through June 30, 2027, as reflected below.

The purpose of modifications to Section 10.03 is to clarify the routine nature of the assignment and duties performed when assigned, for compliance with the Public Employees' Retirement Law ("PERL").

The purpose of modifications to Section 10.05 is to comply with the PERL by clarifying that the recognized years of service include years worked in any firefighter classification.

Modifications to Section 15.01 are intended to document designated paid holidays for those employees represented by the OFFA, including Tuesday March 5, 2024 for the California Presidential Primary Election, Tuesday November 5, 2024 for the United States Presidential Election, and Thursday, January 9, 2025, a national day of mourning for President James Earl Carter Jr. as declared by President Joseph R. Biden.

Consistent with Section 15.01 (A) of the MOU, paid holidays shall include "every day designated by the President of the United States or by the Governor of the State of California," any special holiday called by the President or Governor of the State of California," and "all statewide election days."

Section 10.03 of Article 10, subsections E and J, are hereby restated in their entirety to read as follows:

Section 10.03 Skill Compensation

E. Heavy Rescue Team Assignment (Heavy/Special Equipment Operator Premium) - Firefighter, Fire Engineer, Fire Investigator Supervisor and Fire Captain positions routinely and consistently assigned to the Heavy Rescue Team Assignment will receive additional compensation equal to 5.12% of the base salary for Step five of the Fire Engineer classification. Heavy Rescue Team Assignment compensation is provided in recognition of the requirement for team members to operate heavy and/or specialized equipment on a routine basis during the assignment. Two team members per shift per each three stations shall be maintained.

J. Aircraft Rescue & Firefighting (ARFF) Assignment (Hazard Premium) – Firefighter, Fire Engineer, and Fire Captain positions routinely and consistently assigned to the ARFF Assignment/Station will receive additional compensation equal to 5.12% of the base salary for Step five of the Fire Engineer classification. ARFF compensation is provided in recognition of the hazardous activities performed by assigned employees, in order to implement safety procedures through rescue. Eight incentive ARFF positions per shift shall be maintained.

Section 10.05 of Article 10, is hereby restated in its entirety to read as follows:

Section 10.05 Longevity Pay

Employees who begin the designated year of service shall receive the corresponding longevity pay percentage calculated on their base pay. Employees will receive credit towards the required years of service for professional full-time fire service as a firefighter with the City and with prior agencies. Any leave without pay of 60 calendar days or more will be deducted from years of service for purposes of longevity pay.

The Fire Chief shall verify the professional years of service and successful completion of the Relief Drivers Test. Once verified and granted, no further testing or test results shall affect longevity pay. For employees that receive longevity pay for 10 years of service and promote to a position that does not receive longevity for 10 years of service, the step increase for the promotion shall be calculated to include base salary and longevity pay.

Firefighters

Effective Date	With Relief Drivers Test	Without Relief Drivers Test	Years of Service	Longevity Pay
January 2006		X	20	7.5%
		X	25	15%
	X		10	5%
	X		20	12.5%
	X		25	20%

Fire Engineers,
Fire Investigation Supervisors & Fire Captains

Effective Date	Years of Service	Longevity Pay Percentage
January 2006	20	7.5%
	25	15%

Section 15.01 of Article 15, is hereby restated in its entirety to read as follows:

Section 15.01 Paid Holidays

A. The following paid holidays, except as provided in Section 15.02 below, shall be observed on the day specified.

New Year's Day	January 1st
National Day of Mourning: President James Earl Carter Jr.	January 9, 2025
Martin Luther King's Birthday	3rd Monday in January
Lincoln's Birthday	February 12th
Presidents' Day	3rd Monday in February
California Presidential Primary Election	Tuesday, March 5, 2024
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Admission Day	September 9th
Columbus Day	2nd Monday in October
United States Presidential Election	Tuesday, November 5, 2024
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after the 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st
All Statewide Election Days	

Every day designated by the President of the United States or by the Governor of the State of California. Any special holiday called by the President or Governor of the State of California. Any special holiday or Designated day called by the President or Governor shall be paid on a one-time only basis.

Section 15.02 of Article 15, is hereby restated in its entirety to read as follows:

Section 15.02 Holiday Work Compensation – Shift Employees

A. Shift employees will receive 12 hours credit for each of the above holidays in accordance with the hours/holiday formula in effect at the beginning of this MOU regardless of whether the employee is on or off duty when the holiday occurs. In 2024 there were 17 holidays totaling 204 straight-time holiday hours. Holiday pay compensation shall be provided to employees due to required scheduling for shift positions, which results in shift positions regularly being scheduled on holidays to perform their normal full-time duties.

B. Holiday pay shall be calculated using an employee's straight-time base pay and regular rate of pay, inclusive of all eligible special compensation items that an employee receives at the time holiday pay is calculated (Longevity Pay, Educational Incentive, and all compensation items under Section 10.03 of this MOU).

C. The City agrees to pay for holiday credit in a separate check the first "full" pay period in November. This check will be subject to the regular deductions.

Approved:

Scott Ochoa, City Manager City of Ontario	Date
Geoffrey M Trapani, President Ontario Professional Firefighters Association Local 1430 I.A.F.F.	Date

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Claudia Y Isbell Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: **A PROCLAMATION DECLARING MAY 2025 AS HUNTINGTON'S DISEASE AWARENESS MONTH**

RECOMMENDATION: That the City Council proclaim May 2025 as Huntington's Disease Awareness Month.

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

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

BACKGROUND & ANALYSIS: Huntington's Disease is a hereditary neurological disorder that causes gradual deterioration of one's ability to speak, move, and think. This disorder affects more than 41,000 Americans, while another 250,000 individuals are genetically at risk of inheriting the expanded gene responsible for causing the disease. The estimated 200,000 Americans who are at risk of developing the disease may spend years anxiously waiting for the appearance of symptoms.

Huntington's disease typically occurs in midlife, between the ages of 30 and 50, though onset has been known to occur in children before the age of 20 years old. Symptoms include uncontrollable muscle movements, loss of coordination and personality changes. As the disease progresses, symptoms such as speech impairment, memory loss and involuntary muscle movements become more severe. The average lifespan after onset of Huntington's disease is 1-20 years, and the younger the age of onset, the more rapid the progression of the disease.

Since the discovery of the gene that causes Huntington's disease om 1993, the pace of research has accelerated and today, scientist across the nation are conducting important research into the disease, which, at present, has no effective treatment or cure.

Staff recommends that the City Council proclaim May 2025 as Huntington's Disease Awareness Month in order to enhance public awareness and to express concern for those impacted by it.

PROCLAMATION

WHEREAS, Huntington's disease is a progressive degenerative neurological disease affecting as many as 41,000 Americans, while another 250.000 individuals are genetically at risk of inheriting the expanded gene responsible for causing the disease; and

WHEREAS, common symptoms of Huntington's Disease include uncontrollable muscle movements. loss of coordination and personality changes. As the disease progresses symptoms such as speech impairment memory loss and involuntary muscle movements become more severe; and

WHEREAS, Huntington's disease typically occurs in midlife, between the ages of 30 and 50. Though onset has been known to occur in children before the age of 20 years old; and

WHEREAS, the average lifespan after onset of Huntington's disease is 10-20 years, and the younger the age of onset, the more rapid the progression of the disease, resulting in children who develop the juvenile form of the disease rarely living to adulthood; and

WHEREAS, since the discovery of the gene that causes Huntington's disease in 1993, the pace of research has accelerated, and today, scientist across the nation are conducting important research into the disease, which, at present, has no effective treatment or cure.

NOW, THEREFORE, the City Council of the City of Ontario, does hereby proclaim May 2025 as Huntington's Disease Awareness Month throughout the City and encourage all residents to work together to promote a better understanding of the disease and recognize the individuals and families affected by it.

HUNTINGTON'S DISEASE AWARENESS MONTH

Given this 6th day of May, 2025, by the Ontario City Council

Paul S. Leon, Mayor
Alan D. Wapner, Mayor Pro Tem
Jim W. Bowman
Debra Porada
Daisy Macias
Council Members

CITY OF ONTARIO *Agenda Report* **May 6, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 25 OF TITLE 5 OF THE ONTARIO MUNICIPAL CODE RELATED TO SHOPPING CARTS**

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: If adopted, this Ordinance is expected to reduce expenditures related to the collection of abandoned and unmarked shopping carts throughout the City.

BACKGROUND & ANALYSIS: Shopping carts in the City are currently governed by Chapter 25 of Title 5 of the Ontario Municipal Code. This regulation mandates that businesses offering shopping carts for customer use must submit a plan to prevent customers from taking carts off their premises, in order to minimize public nuisances, hazards, and the blighting effects of abandoned carts. Alternatively, businesses can qualify for an exemption under this chapter. From March 2024 to February 2025, more than 1,300 abandoned shopping carts were found throughout the City.

The proposed Amendment to Chapter 25 of Title 5 of the Ontario Municipal Code, would set new requirements for businesses offering shopping carts, including the following: (1) submission of a detailed abatement plan within 60 days of adopting the ordinance, applying for an initial business license, or renewing a license; (2) mandatory implementation of an annual training program for both new and existing employees, focusing on the prevention of abandoned carts and covering preventative measures such as physical devices, mechanisms, or management practices; and (3) revision of the exemption provision to allow owners to request an annual exemption from specific requirements by contracting with an approved retrieval service, with potential denial based on factors like unsatisfactory service, a history of violations, or incomplete information.

ORDINANCE NO. _____

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

WHEREAS, the City of Ontario, California ("City") is a general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the City finds it necessary to amend Sections 5-25.01 through 5-25.06 of the Ontario Municipal Code ("OMC") to revise the existing shopping cart regulations; and

WHEREAS, the purpose of these amendments are to implement more effective management and control practices for shopping carts in the City and to provide clarity regarding the requirements, timeline and approval process for the City's abandoned cart prevention plan requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

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

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Municipal Code Amendments. Sections 5-25.01 through 5.25.06 of the OMC are hereby amended as shown in Exhibit A, which is attached hereto and incorporated herein by this reference.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision,

paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 303 E B Street, Ontario, CA 91764. The custodian of these records is the City Clerk.

SECTION 6. Effective Date. This Ordinance shall be effective thirty (30) days following its adoption.

SECTION 7. Publication. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

(Deletions are presented with a ~~strikethrough~~, Additions are presented with an underline)

Sec. 5-25.01. Findings, purpose and applicability.

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Ontario. The accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City. The purpose of this chapter is to provide regulations pertaining to abandoned shopping carts, unmarked shopping carts, and to provide a requirement for a mandatory plan to prevent cart removal. This chapter is not intended to duplicate State law or regulate any matters pertaining to shopping carts which are the subject of State law. To the extent any provision of this chapter is determined to be preempted by State law, it shall be deemed severed from all other provisions of this chapter and such other provisions shall remain in full force and effect.

The provisions of this chapter are applicable to any business entity that provides shopping carts for customer use.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.02. Definitions.

(a) "Abandoned cart" shall mean any cart that has been removed without written permission of the owner, or on-duty manager from the premises of the business establishment, regardless of whether it has been left on either private or public property. This provision shall not apply to carts that are removed for the purpose of repair or maintenance.

(b) "Cart" shall mean a basket that is mounted on wheels or similar devise provided by a business establishment for use by a customer for the purpose of transporting goods of any kind, including, but not limited to, grocery store shopping carts.

(c) "Owner" shall mean any person or entity, who in connection with the conduct of a business, owns, possesses, or makes any cart available to customers or the public. For the purposes of this chapter, "owner" shall also include the owner's on-site or designated agent or retailer that provides the carts for use by its customers.

(d) "Premises" shall mean the entire area owned and utilized by the business establishment that provides carts for use by customers, including any parking lot or other property provided by the owner for customer parking.

(e) "Unmarked cart" shall mean any cart as defined by this chapter that is not identified and marked pursuant to Cal. Bus. & Prof. Code § 22435.1.

(f) "Director" shall mean the City's Community Improvement Director or other employee designated by the City Manager to enforce or carry out the provisions of this chapter.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.03. Exemption.

(a) Request for Exemption. An owner may submit a request to the Director for an exemption from the requirements of sections 5-25.05 through 5-25.07 of this code. Owners seeking to obtain or renew an exemption under this section shall apply to the Director on an annual basis.

(b) Eligibility. Any owner that enters into a ~~agrees to enter into a~~ contract with a ~~City-designated~~ retrieval service to provide for the retrieval of abandoned carts,~~ or,~~ individually or as part of a consortium of businesses, ~~enters into a retrieval contract with a retrieval service~~ that is satisfactory to the City.~~, shall be exempt from §§ 5-25.05 through 5-25.07~~

(c) Grounds for denial. A request for an exemption under this section may be denied on the following grounds:

(1) The proposed retrieval service or contract is deemed unsatisfactory by the City.

(2) Within the twelve (12) month period immediately preceding the date of the request, the City has provided the owner with written notification on three (3) or more separate occasions of the location of an abandoned cart identified as belonging to the owner.

(3) The owner fails to provide all information required by the City.

(d) Obligation to Submit Abandoned Cart Prevention Plan Following Exemption Denial. Any owner whose request for an exemption, pursuant to this section, is denied by the City shall, within sixty (60) days of the date of the denial notification, submit an abandoned cart prevention plan to the Director pursuant to Section 5-25.05 of this code.

(e) Timing of Subsequent Exemption Requests. An owner may reapply for an exemption under this Chapter no sooner than the later of:

(1) One (1) year from the date of approval of a prior exemption, or

(2) One (1) year from the date upon which the Director approves an abandoned cart prevention plan submitted by the owner in accordance with Section 5-25.05 of this code.

(f) Transfer for Ownership. Any exemption granted hereunder shall become null and void upon any transfer of ownership of the subject business.

Sec. 5-25.04. Mandatory plan to prevent cart removal.

Every owner shall develop and implement a specific plan to prevent customers from removing carts from the business premises. The plan must include the following elements:

(a) Required signs on carts. Every cart owned or provided by any business establishment in the City must have a sign permanently affixed to it that contains all of the following information:

(1) Identifies the owner of the cart or the name of the business establishment, or both;

(2) Notifies the public of the procedure to be utilized for authorized removal of the cart from the business premises;

(3) Notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of State law; and

(4) Lists a valid telephone number to contact to report the location of the abandoned cart or lists an address for returning the cart to the owner or business establishment.

(b) Required signs on property. Signs shall be placed in pertinent places near door exits and near parking lot exists that notify customers that cart removal is prohibited and constitutes a violation of State and local law.

(c) Physical measures. Specific physical measures ~~may be required~~ to prevent cart removal from the business premises. These measures may include disabling devices on all carts, posting of a security guard to deter and stop customers who attempt to remove carts from the premises, bollards and chains around business premises to prevent cart removal, security deposits required for the use of all carts, or the rental or sale of carts that can be temporarily or permanently used for transport of purchases.

(d) Employee Training. The owner shall establish an annual employee training program to educate new and existing employees on the prevention measures specified in the abandoned cart prevention plan submitted to the City. The owner must provide the City with details outlining the training program.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.05. Abandoned cart prevention plan timeline and approval process.

~~The proposed plan for preventing cart removal shall be submitted for approval by the City within sixty (60) days after adoption of this chapter and each time the plan is proposed to be amended. If a new plan is submitted, the proposed measures shall be implemented by no later than thirty (30) days after City approval is given. The prevention measures shall be continued until and unless the City indicated that measure(s) needs to be modified. Unless otherwise agreed, any modifications to the plan imposed by the City shall be implemented within thirty (30) days after the City notifies the retailer of the needed modifications.~~

(a) An abandoned cart prevention plan shall be submitted to the Director for approval within sixty (60) days of the adoption of this Chapter, or within sixty (60) days prior to the owner's initial application for a business license or renewal application for a business license under Title 3, Chapter 1 of this code; or within sixty (60) days

following a denial for a request for an exemption pursuant to Section 5-25.03 of this code.

(b) The Director may require modifications to an abandoned cart prevention plan based on any of the following grounds:

1. Implementation of the plan would violate one or more of the provisions of this code.

2. The plan fails to include the information required by this Chapter.

3. The plan is insufficient or inadequate to prevent the unauthorized removal of carts from the business establishment.

4. The plan fails to address any special or unique conditions to the geographical location of the business establishment as such conditions relate to unauthorized cart removal prevention.

(c) The abandoned cart prevention plan shall be implemented within thirty (30) days of Director approval and shall remain in effect until such time as:

1. The owner submits a renewed prevention plan with a business license renewal application under Title 3, Chapter 1 of this code, and that renewed prevention plan is approved by the Director; or

2. The owner requests an exemption under Section 5-25.03 of this code and such request is approved by the Director.

(d) Any modifications required by the Director to an abandoned cart prevention plan must be implemented within thirty (30) days of notification to the owner.

(§ 1, Ord. 2759, eff. August 15, 2002)

Sec. 5-25.06. Penalties for failing to submit an abandoned cart prevention plan.

Any owner that fails to submit a proposed abandoned cart prevention plan to the City, implement the approved plan measures, or make any required modifications to the plan within the time frames specified in this chapter shall be subject to a One Thousand Dollar ($1,000) civil penalty, plus an additional penalty for Fifty Dollars ($50) for each day of noncompliance.

(§ 1, Ord. 2759, eff. August 15, 2002)