Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the Council Chambers. Additionally, members of the public may submit electronic public comments to CityClerk@cityofchino.org no later than 4:00 p.m. on the day of the meeting. In your email, please include the meeting date, agenda item you are commenting on, and your comment. 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 for the meeting specified in email received.

If you require a reasonable accommodation to participate in this meeting per your rights under the Americans with Disabilities Act or for any other reason, please contact the City Clerk's Office (909) 334-3306, at least 48 hours prior to the advertised starting time of the meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 13220 Central Avenue, Chino. In addition, such documents will be posted on the City's website at www.cityofchino.org.

CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710

TUESDAY, DECEMBER 16, 2025

REGULAR MEETING

AGENDA

CLOSED SESSION – 5:30 PM
OPEN SESSION – 6:00 PM

ROLL CALL

Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, Council Member Marc Lucio.

CLOSED SESSION PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about the closed session items. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address the Council, except as provided under Government Code 54954.3(b)(2).

CLOSED SESSION

1. EXISTING LITIGATION Pursuant to Government Code Section 54956.9
   Hatim Mouissa v. City of Chino (San Bernardino Superior Court Case No. CIVSB2407095)

FLAG SALUTE

CEREMONIALS

Chino Youth Christmas Parade Decorated Entry Competition Winners - Recognition of Chino Youth Christmas Parade Most Spirit, Best Use of Theme, Best Overall Winners.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

INFORMATION

External Agency Report for December 16, 2025. Receive and file the External Agency Report for December 16, 2025 (Covering Meetings from October 1 - October 31, 2025).

PUBLIC ANNOUNCEMENTS

This is the time and place for the Mayor to inform the public of all upcoming events and past occurrences of communitywide interest and concern.

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or City Council requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items placed on the Consent Calendar represent routine expenditures and/or actions that support ongoing City operations.

1. Warrants. Approve expenses as audited and within budget for warrants 7773338 to 7773472, and Electronic Fund Transfers 525457E to 525506E, totaling $3,725,936.89.

2. Minutes. Regular Meeting Minutes for December 2, 2025 (All Members Present).

3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

4. Government Relations Update for December 16, 2025. Receive and file the December 16, 2025, Government Relations Update.

5. Reappointment to West Valley Mosquito & Vector Control District (WVMVCD) Board of Trustees. Approve the reappointment of Council Member Christopher Flores to West Valley Mosquito and Vector Control District for a two-year term.

6. Salary Schedule Correction for Unrepresented Management Employees. Adopt Resolution No. 2025-091, approving a salary schedule correction for Unrepresented Management employees to correct a clerical error in the approved salary range listed.

7. Updated Compensation and Benefit Plan for Unrepresented Sworn Management. Adopt Resolution No. 2025-092 approving the updated Compensation and Benefit Plan for Unrepresented Sworn Management.

8. Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance. Adopt Resolution No. 2025-093 approving a Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance.

9. Final Acceptance of Public Improvements for Tract Map No. 20170 Richland Homes of Maryland, Inc. Accept the public improvements as complete for Tract Map No. 20170, constructed by Richland Homes of Maryland, Inc., for the subdivision generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east Mayhew Avenue.

10. Final Acceptance of Public Improvements for Administrative Approval PL18-0106 located at 3415 Chino Avenue. Accept Public Improvements as Complete for Administrative Approval – PL18-0106 (AA), Veterinary Hospital Expansion Project.

11. Professional Services Agreement - Yunex, LLC, Riverside, CA for Maintenance Services for Citywide Street Lighting. Award a Professional Services Agreement to Yunex, LLC, Riverside, CA, for a term through June 30, 2028, with an option to extend for two additional years, for City Owned and Operated Lighting System Maintenance Services at a total amount of $993,003.

NEW BUSINESS

12. Award of Contract - Shady Grove Park Improvements Project (PK262). Award a Professional Services Agreement with Architerra Design Group, Rancho Cucamonga, CA in the amount of $212,240 for design services.

    Staff Report By: Jeff Benson, Parks and Facilities Manager

    RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of $212,240 to Architerra Design Group, Rancho Cucamonga, CA for design services for the Shady Grove Park Improvements Project (PK262); 2) authorize expenditures of up to $21,224 for project contingencies for a not-to-exceed potential contract amount of $233,464; 3) appropriate $133,464 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of $233,464; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

13. Award of Contract - Heritage Park Improvements Project (PK261). Award a Professional Services Agreement with RHA Landscape Architects-Planners, Inc., Riverside, CA in the amount of $248,800 for design services.

    Staff Report By: Jeff Benson, Parks and Facilities Manager

    RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of $248,800 to RHA Landscape Architects-Planners, Inc., Riverside, CA for design services for the Heritage Park Improvements Project (PK261); 2) authorize expenditures of up to $24,880 for project contingencies for a not-to-exceed potential contract amount of $273,680; 3) appropriate $173,680 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of $273,680; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

14. Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc. (dba Waste Management). Approve the Amended and Restated Integrated Waste Management Services Contract with USA Waste of California, Inc. (dba Waste Management).

    Staff Report By: Sylvia Ramos, Contracts and DIF Administrator

RECOMMENDATION: Approve the Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc., and authorize the City Manager to execute all necessary documents on behalf of the City.

15. Introduction of Ordinance No. 2025-010 Amending Chapter 6 of the Chino Municipal Code. Approve the Introduction of Ordinance No. 2025-010, to address recent changes to the City of Chino Animal Services Provider.

Staff Report By: Rogelio Huerta, Assistant to the City Manager

RECOMMENDATION: Approve the introduction of Ordinance No. 2025-010, amending Chapter 6 of the Chino Municipal Code to address the change in the City of Chino animal services provider, to read by number and title only, and waiving further reading of the ordinance.

ORDINANCE NO. 2025-010 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

MAYOR AND COUNCIL REPORTS

This is the time and place for the Mayor and Council Members to report on prescheduled Council Committee Assignment Meetings that were held since the last Regular Council Meeting, and any other items of interest. Upon request by an individual Council Member, the City Council may choose to take action on any of the subject matters listed below.

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

16. Community Support Fund - Council Member Comstock. Approve community support fund contribution to Chino Youth Boxing Foundation.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve community support fund contribution of $500 to Chino Youth Boxing Foundation.

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Director's Report

Police Chief's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, January 20, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Friday, December 12, 2025 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION**

SUBJECT

Chino Youth Christmas Parade Decorated Entry Competition Winners.

RECOMMENDATION

Recognize the Chino Youth Christmas Parade Decorated Entry Competition Winners:

- Most Spirit
- Best Use of Theme
- Best Overall

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Commitment to Our Community

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

External Agency Report for December 16, 2025.

RECOMMENDATION

Receive and file the External Agency Report for December 16, 2025 (Covering Meetings from October 1 to October 31, 2025).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. While meeting frequency varies by agency, many meet monthly. Others meet quarterly, bi-monthly, or on an as-needed basis.

ISSUES/ANALYSIS

The attached Monthly Agency Report for December 16, 2025, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may affect or interest the City of Chino, its residents, and its businesses. The report covers meetings held from October 1 to October 31, 2025.

CITY OF CHINO
MONTHLY AGENCY REPORTS
DECEMBER 16, 2025 - Covering meetings from October 1 – October 31, 2025

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. This report summarizes the actions and discussions of those entities as they may impact or be of interest to the City of Chino, its businesses, and its residents.

ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE JOINT POWERS AUTHORITY
Council Representative: Curtis Burton | Staff Report By: Rogelio Huerta

Meeting Date: October 7, 2025

The Animal Resource Center of the Inland Empire (ARC) Board of Directors passed the following items on their October 7, 20205 meeting:

- **Criminal Record Information (CORI):** Approved a Resolution granting the Executive Director authority to apply for access to Criminal Offender Record Information through the California Department of Justice.
- **Friends of ARC Nonprofit:** Approved updates to the initial bylaws of the Friends of the Animal Resource Center of the Inland Empire nonprofit organization.
- **Board Selection:** The inaugural Board of Directors and Officers for the Friends of the Animal Resource Center of the Inland Empire were selected, including Chino residents Misty Fram, Rachel Gonzales, and Yekaterina Kolcheva.
- **Design Services Amendment:** Authorized Amendment No. 1 to the Design Services Agreement with Miller Architectural Corporation for the temporary animal shelter, increasing the total contract amount to $335,385.
- **Vehicle and Trailer Procurement:** Authorized the procurement of two two-horse bumper-pull trailers and one Ford F-350 towing vehicle to enhance the ARC's transport and field operational capacity.
- **First-Quarter Budget:** Approved the Fiscal Year 2025-26 First-Quarter Budget Adjustment.
- **Position List:** Approved the corresponding updated authorized position list for the ARC.

Next anticipated meeting date: November 4, 2025

CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE
Council Representative: Marc Lucio| Staff Report By: Silvia Avalos

No meeting during this reporting period.

Next anticipated meeting date: December 16, 2025

CHINO VALLEY CHAMBER OF COMMERCE

Council Representative: Christopher Flores | Staff Report By: Ellyse Martinez

Meeting Date: October 21, 2025

- On Thursday, October 9, Council Member Flores, Ellyse Martinez, and Linda Hinojos attended the Grand Opening of **Bruster's Real Ice Cream**. Council Member Flores presented the business with a certificate of congratulations and said a few words of welcome. The Business is located at 3934 Grand Avenue.
- On Saturday, October 18, Council Member Flores, Linda Hinojos, and Deven Reyes attended the **Chino Valley Chamber Business Expo**. While there, Linda and Deven hosted a booth and distributed information on businesses in the City of Chino.

Next anticipated meeting date: November 18, 2025

CHINO BASIN DESALTER AUTHORITY

Council Representative: Curtis Burton | Staff Report By: Pete Vicario

Meeting Date: October 28, 2025

The Chino Basin Desalter Authority (CDA) reported that 439 acre-feet of water was delivered to the City of Chino in August.

Next anticipated meeting date: November 18, 2025

CHINO BASIN WATERMASTER

Council Representative: Curtis Burton | Staff Report By: Benjamin Orosco

Meeting Date: October 23, 2025

Business Item A – Chino Basin Watermaster Annual Financial Report for the fiscal years ended June 30, 2025, and 2024, and the Chino Basin Watermaster Management Report for June 30, 2025

The Chino Basin Watermaster has released the draft Annual Financial Report for fiscal years 2024–25 and 2023–24, along with the draft Management Report for June 30, 2025. The independent auditor, C.J. Brown & Company CPAs, issued an unmodified opinion, confirming that the financial statements presented Watermaster's financial position in accordance with generally accepted accounting principles. The audit noted no material weaknesses, no disagreements with management, and no significant difficulties during the process. Only two routine year-end adjustments were required: one related to the Net Other Post-Employment Benefits liability and the other to accrued vacation. Watermaster does not anticipate any material changes in the final reports.

Next anticipated meeting date: November 20, 2025

CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS

Council Representative: Karen Comstock | Staff Report By: Linda Reich

Meeting Date: October 9, 2025

New Business

Purchase of Pierce 1 Type Fire Engine - The Board approved 5-0 the purchase of a 2025 Pierce Enforcer Type 1 Fire Engine through a cooperative purchasing program and an allocation from the district's unassigned balance of $1,053,176.40, with a 10% contingency, in the current year budget. Staff noted that the fire engine, which is immediately available, would help bridge the gap between the aging fleet and the extended build times of new equipment currently on order.

Board Comments

Several Directors noted their attendance at the Chino Emergency Preparedness Fair and the Grand Opening of Stueve Park.

Meeting Date: October 23, 2025 – Special Meeting

The Chino Valley Fire District held its annual State of the Fire District event on October 23 at 12 p.m. The event was a ticketed luncheon held at Chino Valley Fire Station 61, at 5092 Schaefer Avenue, Chino, CA 91710. Mayor Ulloa, Mayor Pro Tem Burton, Council Member Flores, City Manager Reich, and several other City of Chino staff attended.

The State of the District video was shown, noting activities and major items for the year. The purchase of the Rosenbauer Airwolf apparatus was highlighted. Also known as F63, the aircraft rescue and firefighting apparatus will provide enhanced emergency response capabilities. It will be housed at Fire Station 63 in Chino, which has direct access to Chino Airport, allowing quick response to aircraft emergencies on the field. The video also included comments by Mayor Ulloa.

Next anticipated meeting date: November 13, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Council Representative: Curtis Burton | Staff Report By: Vivian Castro

Meeting Date: October 16, 2025

No current items to report.

Next anticipated meeting date: November 20, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE

Council Representative: Karen Comstock | Staff Report By: Silvia Avalos

Meeting Date: October 29, 2025

Don Lugo High School-Pool and Gymnasium Renovations - The pool phase of the project is expected to be completed by late December 2025. The gymnasium subfloor has been completed, and installation of the hardwood tongue-and-groove flooring is underway. Construction of the new ticket booth is taking shape, with CMU block walls and rebar installation underway.

Ayala High School Performing Arts Center - The District's architect has completed the design of the new theater/performing arts center, and it has been submitted to the Department of State Architect (DSA) for approval. Construction is anticipated to begin in summer 2026.

Next anticipated meeting date: January 28, 2026

CITIZEN'S COMMITTEE FOR CIM & CIW

Council Representative: Marc Lucio | Staff Report By: Aaron Kelliher

Meeting Date: October 14, 2025

No report.

Next anticipated meeting date: December 9, 2025

INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE

Council Representative: Curtis Burton | Staff Report By: Benjamin Orosco

Meeting Date: October 2, 2025

Meeting cancelled.

Next anticipated meeting date: November 6, 2025

LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION

Council Representative: Marc Lucio | Staff Report By: Jackie Melendez

Meeting Date: October 8, 2025

The Inland Empire & Desert Mountain regions of the League of California Cities met on October 8 in Long Beach during the League's annual conference luncheon. Mayor Pro Tem Burton, Council Member Comstock, City Manager Reich, and other staff attended the conference and luncheon. The luncheon speaker was Dr. Lucy Jones, who provided an update on the seismic issues in the two regions.

Next anticipated meeting date: November 21, 2025

OMNITRANS BOARD OF DIRECTORS

Council Representative: Eunice Ulloa | Staff Report By: Dennis Ralls

Meeting Date: October 1, 2025

No current items of significance to Chino or the surrounding area.

Next anticipated meeting date: November 5, 2025

ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA) INTER-AGENCY COLLABORATIVE (ROUNDTABLE)

Council Representative: Christopher Flores | Staff Report by: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SAN BERNARDINO COUNTY BOARD OF SUPERVISORS

Staff Report By: Rogelio Huerta

Meeting Date: October 7, 2025

The San Bernardino County Board of Supervisors acted on the following items during their October 7 Board meeting:

- **Homelessness Plan:** SBCTA will commence development of a comprehensive Regional Homelessness Strategic Plan during the fall season.
- **Housing Funding:** The Southern California Association of Governments (SCAG) awarded $2.3 million in REAP 2.0 funding. This funding supports the implementation of the housing element and provides technical assistance to local jurisdictions.
- **Infrastructure Improvement:** SBCTA approved $3.3 million for specific improvements to the SR 60/Euclid Avenue interchange to enhance traffic flow and safety.

The meeting was adjourned in honor of Steve Wayne Lewis, a lifelong Chino resident and community servant who recently passed away.

Meeting Date: October 21, 2025

The San Bernardino Board of Supervisors acted on the following key item during their October 21 Board meeting:

- **Easement Sale (Chino):** The Board of Supervisors adopted a resolution to relinquish and sell a portion

of an easement located in Chino, specifically between Flood Control and Chino East End Industrial, LLC.

Next anticipated meeting date: November 4, 2025

SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE

Council Representative: Christopher Flores | Staff Report By: Xochitl Huerta

Meeting Date: October 15, 2025

The Solid Waste Advisory Task Force (SWAT) convened on October 15, 2025.

SB 54 (2022) – the Plastic Pollution Prevention and Packaging Producer Responsibility Act - The meeting featured a presentation by Melissa Sparks-Kranz, Legislative Advocate with the League of California Cities, who provided an overview of the Plastic Pollution Prevention and Packaging Producer Responsibility Act.

Her presentation outlined the early steps in SB 54's implementation and emphasized that the law aims to reduce plastic pollution and promote a circular economy through shared responsibility among producers, recyclers, and local governments.

Key discussion points included:

- **Objectives and Goals of SB 54:** Establishing measurable targets to reduce single-use plastics and increase recycling and composting of packaging materials.
- **Materials Covered by the Law:** Packaging types such as plastic films, foams, and other single-use products.
- **Circular Economy Initiatives:** Transitioning from conventional packaging (e.g., bubble wrap and foam) to sustainable alternatives (e.g., Geami and Padpak systems).
- **Producer Responsibility Organization (PRO):** Introduction of the Circular Action Alliance, the approved PRO responsible for implementing producer compliance and funding programs.
- **Implications for Local Governments:** Producer funding will offset new local costs associated with implementation, emphasizing collaboration between jurisdictions and producers.
- **Advocacy and Engagement:** Updates on the SB 54 advisory board and opportunities for local governments to remain involved in regulatory development.

Relevance to Chino: The presentation underscored the important role of local jurisdictions in supporting statewide recycling and waste-reduction goals. The City of Chino will continue monitoring SB 54 rulemaking as they take effect.

Legislative Update – Organic Waste & Food Recovery Bills (October 2025)

The Governor signed the following bills in October 2025 affecting California's organic waste diversion and food recovery framework.

- **AB 411** – *On-Farm Livestock Composting* - Authorizes agricultural operations to compost routine livestock mortalities onsite under specific conditions. **Impact on Chino:** Minimal direct impact; relevant to Chino's agricultural areas where small livestock operations may utilize on-farm composting instead

of traditional disposal methods.

- **AB 1046** – *Exemption for Agricultural Crop Preparation Services- Exempts* certain agricultural processing facilities from SB 1383 edible food recovery requirements if they can demonstrate they have not disposed of organic waste in landfills. **Impact on Chino:** Limited applicability; the City should remain aware of this exemption when assessing compliance and conducting outreach to local agricultural businesses.
- **SB 279** – *Composting Capacity Expansion* - Expands small-to-medium-scale composting capacity statewide by modifying requirements for composting agricultural materials onsite. The bill allows certain composting operations to accept up to 10% of food material by volume for up to five years before needing a full solid waste facility permit, provided specific conditions are met. It also increases the amount of finished compost that these operations may give away or sell annually, from 1,000 cubic yards to 5,000 cubic yards. **Impact on Chino:** May support local or regional composting initiatives by expanding capacity options and easing pressure on existing waste infrastructure.

Overall Relevance: These new laws enhance flexibility for agricultural and small-scale composting operations while supporting the broader goals of SB 1383. Continued awareness ensures the City of Chino remains compliant and responsive to evolving state organics regulations.

Next anticipated meeting date: April 15, 2026

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) BOARD OF DIRECTORS

Council Representative: Eunice Ulloa | Staff Report By: Dennis Ralls

Meeting Date: October 1, 2025

SR60/Central Interchange - The Board approved Amendment No. 5 to the State Route 60 Central Avenue Interchange Improvement Project. The contract covers project management services with Dynamic Engineering Services. This amendment extends the contract term to June 1, 2026, and is expected to cover the remaining project management needs to complete the project closeout. The amendment did not include additional funding.

SR60/Euclid Interchange - The Board approved a funding agreement with the City of Ontario for the State Route 60/Euclid Avenue Interchange project. The funding agreement allocates $3,346,822 to the City of Ontario from SBCTA's Measure I Valley Freeway Interchange Program funds. The agreement will allow the City of Ontario to begin preliminary design-related work on future SR-60/Euclid Avenue interchange improvements.

San Bernardino Regional Housing Trust (SBRHT) - The Board received an update on the San Bernardino Regional Housing Trust (SBRHT). SBRHT is a JPA that assists with affordable housing needs by leveraging regional funds, programs, and administrative needs. The City of Chino is one of 19 jurisdictions that have submitted a letter of intent to participate in the JPA. The update reviewed the context for why the JPA was deemed necessary and the effort to analyze needs to date. The current step is to develop recommendations on eligible project types, funding strategies, and organizational framework, which are in progress. Once completed, the Trust Board Formation will be next. Other nearby jurisdictions that have submitted letters of interest include the Cities of Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland, and the County of San Bernardino.

Next anticipated meeting date: November 5, 2025

SBCTA – CITY SELECTION COMMITTEE
Council Representative: Eunice Ulloa | Staff Report By: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY
Council Representative: Marc Lucio | Staff Report By: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: TBD

SANTA ANA WATERSHED ADVISORY COUNCIL
Council Representative: Karen Comstock | Staff Report By: Benjamin Orosco

No current items to report.

Next anticipated meeting date: November 4, 2025

WATER FACILITIES AUTHORITY BOARD OF DIRECTORS
Council Representative: Curtis Burton | Staff Report By: Benjamin Orosco

Meeting Date: October 2025

No meeting during this reporting period; meetings occur every other month.

Next anticipated meeting date: November 20, 2025

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
Council Representative: Christopher Flores | Staff Report By: Vivian Castro

Meeting Date: October 28, 2025

Council Member Flores attended the meeting on behalf of the City of Chino.

<u>Personnel Committee</u>

The Board unanimously approved the Global Positioning System and Cameras in District Vehicles Policy.

<u>Administrative Matters</u>

The Board received regular staff reports, including the Field Operations Reports, Vector Disease and Surveillance Reports, IT/Community Outreach Activities Report, and Administrative Report.

Informational

The Board received the *2024 Annual Report Vector-Borne Disease Section*, California Department of Public Health, June 2025.

Next anticipated meeting date: Month xx, 2025

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **KIM SAO, DIRECTOR OF FINANCE**

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7773338 to 7773472, and Electronic Fund Transfers 525457E to 525506E, totaling $3,725,936.89.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 25-26 Adopted Budgets.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

As prescribed by Government Code Sections 37202 and 37208, the following demand registers are herewith submitted for Council ratification:

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7773338 – 7773472	11/20/25	25-26	$2,669,211.16
2.	525457E – 525505E	11/21/25	25-26	$937,245.01
3.	525506E	11/25/25	25-26	$20,480.72
4.				
5.				
6.				
TOTAL				**$3,725,936.89**

ISSUES/ANALYSIS

See attached exhibit for detailed information on warrants exceeding $50,000.

Attachment

CITY OF CHINO
A/P Warrant Register Over $50,000

Check Date	Check Number	Vendor Name	Description	Amount
11/20/2025	7773349	BIGGS CARDOSA ASSOCIATES, INC.	EUCLID BRIDGE DESIGN SERVICES	$199,408.87
	7773378	FAIRVIEW FORD SALES, INC.	(13) 2025 PD FORD INTERCEPTORS	$302,901.65
	7773380	FLEET VEHICLE SOURCE INC	TWO (2) NEW NISSAN ALTIMAS	$60,645.62
	7773395	HR GREEN PACIFIC, INC.	DESIGN SVCS-ALLEY IMPROVEMENTS	$80,005.50
	7773426	CITY OF ONTARIO	ARC OF THE INLAND VALLEY	$983,816.58
	7773464	WASTE MANAGEMENT	COLLECTION SERVICES	$113,207.60
	7773465	WATER FACILITIES AUTHORITY	IMPORTED WATER	$401,890.57
	7773468	WEST COAST ARBORISTS INC	TREE TRIMMING & TREE MAINTENANCE	$124,546.00
11/21/2025	525464	CALGON CARBON CORPORATION	AS-NEEDED GAC REMOVAL & REPLACEMENT	$112,134.00
	525475	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	$319,873.87
	525504	YUNEX LLC	TRAFFIC SIGNAL MAINTENANCE	$351,454.99
11/25/2025	525506	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	$120,480.72
			TOTAL	**$3,170,365.97**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710

TUESDAY, DECEMBER 2, 2025

MINUTES

CLOSED SESSION – 5:00 PM
OPEN SESSION – 6:00 PM

CALL TO ORDER

The December 2, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:02 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

City Attorney Fred Galante read into the record the items listed on the Closed Session agenda.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-281-04; NEC of Central & Francis Ave., Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Dave Kuo; Under Negotiation: Price and Terms of Potential Acquisition

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Mary Ingrid Culp vs. City of Chino; (Case No. CIVSB2222717)

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: G.M., A Minor By and Through Tanya Baez vs. City of Chino; (Case No. CIVRS2508042)

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee or her designee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local1932

Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

Mayor Ulloa announced she will recuse herself and will not participate in the discussion for Closed Session Item No. 1. The balance of the City Council recessed to Closed Session at 5:04 p.m. Mayor Ulloa entered Closed Session at 5:15 p.m. for Closed Session Items 2 thru 4. Closed Session concluded at 5:59 p.m. The City Council reconvened the meeting at 6:04 p.m.

FLAG SALUTE

Council Member Lucio led the Pledge of Allegiance.

PERFORMANCE BY THE CHINO VALLEY COMMUNITY CHORUS

Mayor Ulloa welcomed the Chino Valley Community Chorus who performed a melody of holiday songs.

A brief recess was taken.

CEREMONIALS

Mayor Ulloa announced the adjournment in memory of Jerry Rowe, Sphere of Influence Planning Commissioner, who recently passed away. Mayor Ulloa spoke about Jerry Rowe's dedication to civic involvement with many local agencies. He cared deeply for the City of Chino, attended all public meetings, and served as the first representative of the North Sphere of Influence. A moment of silence was held in his honor.

Presentations

Boy's Republic - Della Robbia Wreath Presentation.

Dr. Gerry Hodge, Treatment Director, Boy's Republic, and Juan Magan, student, presented the City Council with a Della Robbia Wreath.

2025 Sports Legends Youth Volunteer Award Winner - Recognition of the 2025 Sports Legends Volunteer Award Winner, Courtney Garcia, Chino American Little League, for service to youth sports in the Chino community.

Mayor Ulloa presented the 2025 Chino Sports Legends Youth Volunteer Award to Courtney Garcia, Chino American Little League, who was joined by her family to accept the award.

Business of the Month - Award of Business of the Month for December 2025 to:

- Royalty Cakes

- Sokol Elite Gymnastics

Mayor Ulloa presented the December 2025 Business of the Month Award to Royalty Cakes. Owners Andrea Moreno and Mia Moreno were present to accept the award.

Mayor Ulloa presented the next December 2025 Business of the Month Award to Sokol Elite Gymnastics. Donald Sokol was present to accept the award.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for December 2025.

Mayor Ulloa announced the Mayor's Home Beautification Award for December 2025 was awarded to Sandra Holt of Treadwell Avenue in Chino, who was unable to attend the meeting, but ensured staff will deliver the award.

REPORT OUT OF CLOSED SESSION

City Attorney Fred Galante reported out of closed session as follows, noting Mayor Ulloa recused herself from Closed Session Item 1, and was present for Closed Session Items 2 through 4.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-281-04; NEC of Central & Francis Ave., Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Dave Kuo; Under Negotiation: Price and Terms of Potential Acquisition

Mayor Ulloa was not present and did not participate in the discussion. The balance of the City Council held a discussion, provided direction, and no further reportable action was taken.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Mary Ingrid Culp vs. City of Chino; (Case No. CIVSB2222717)

The City Council received an update, provided direction, and no further reportable action was taken.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: G.M., A Minor By and Through Tanya Baez vs. City of Chino; (Case No. CIVRS2508042)

The City Council received an update, provided direction, and no further reportable action was taken.

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee or her designee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council received an update and no further reportable action was taken.

ADDITION TO CLOSED SESSION

City Attorney Fred Galante reported that staff informed him there was a urgent need to add a Closed Session Item to the agenda for a matter that arose after the agenda was posted, therefore, it would need to be added to the agenda by a vote.

Motion by Council Member Flores, seconded by Council Member Lucio, to add the following Closed Session Item:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8; Property: APN's 1014-281-03 and 1014-281-08; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Grand West Coast Investments, LLC; Under Negotiation: Price and Terms of Potential Acquisition.

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

ABSTAIN: ULLOA

City Attorney Galante reported the City Council will reconvene to Closed Session after the regular meeting regarding the newly added Closed Session item. A report out for the item will be provided at the conclusion of Closed Session.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported there were no additions or revisions to the agenda.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa issued a reminder about the following scheduled community events:

- Chino Cares Challenge is open community-wide by collecting food, grocery and fast food gift cards, to help Chino families in need. For donation drop-off information, visit cityofchino.org/ccc.

- The Tree Lighting Ceremony is on Saturday, December 6, 2025, starting at 4:00 p.m., Chino City Hall Lawn. For information, visit cityofchino.org/events.

- Chino Youth Christmas Parade & Fair is on Saturday, December 13, 2025. For information, visit cityofchino.org/events.

- Winter Pop Up Events at Chino City Hall Lawn are Monday, December 15, 19, 22, and 26, 2025. For information, visit cityofchino.org/events.

- City Hall and most City facilities will observe a holiday closure or have limited hours starting December 24, 2025, with normal operations resuming on January 2, 2026.

Mayor Ulloa announced the meeting will be adjourned in memory of Grace Stephenie Lopez, who sadly passed away on November 13, 2025, at the age of 98. Mayor Ulloa spoke about Grace and her life in the community and being a true Chino pioneer, noting her grandfather was Raymundo Yorba, the builder of the Yorba-Slaughter Adobe.

Mayor Ulloa announced the meeting will adjourn in memory of both Grace Stephenie Lopez and Jerry Rowe.

PUBLIC COMMENTS

Pastor Pastor Roy Robbins, Christ Lutheran Church, provided the invocation.

Sofia Cohen, Field Representative, 53rd District Assemblymember Michelle Rodriguez, announced the upcoming Holiday Open House and Toy Drive on Wednesday, December 3, 2025, at 4:00 p.m. at the Chino District Office.

Students from Mt. San Antonio College and Chino High School provided an introduction.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7773100 to 7773337, and Electronic Fund Transfers 525349E to 525456E, totaling $7,934,495.06.
2. Minutes. Regular Meeting Minutes for November 18, 2025 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. City Council Regular Meeting Cancellation. Authorize staff to cancel the January 6, 2026 City Council Regular Meeting.
5. Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 2 & 3) - Lennar Homes of California, LLC. Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lots 2 & 3), generally located south of Legacy Park Street, east of Main Street, and west of East Preserve Loop.
6. Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lot 9) - Richmond American Homes of Maryland, Inc. Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lot 9), generally located south of Legacy Park Street, east of Main Street, and west of East Preserve Loop.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to approve the Consent Calendar items 1-6 as presented. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

7. Award of Contract - Citywide HVAC Preventative Maintenance and Repairs. Award a Public Works contract with C.E. Mechanical, Inc., Chino, CA for Citywide HVAC Preventative Maintenance and Repairs.

   Staff Report By: Andrea Bauer, Assistant Parks and Facilities Manager

   RECOMMENDATION: 1) Award a contract with C.E. Mechanical Inc., Chino, CA for Citywide Heating Ventilation Air Conditioning (HVAC) Preventative Maintenance and Repairs in the amount of $476,000 for preventative maintenance and $900,000 for repairs for a total not-to-exceed contract amount of $1,376,000 for two and one-half years through June 30, 2028, and two additional one-year options to renew; 2) appropriate $75,000 to the Building Management Fund; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

   Andrea Bauer, Assistant Parks and Facilities Manager, provided a presentation on the item.

   Council Member Lucio inquired about the bidder's background references. Ms. Bauer explained

the maintenance contract proposal underwent an Request for Proposal (RFP) process where an evaluation took place, and confirmed there were no issues identified.

Motion by Council Member Comstock, seconded by Council Member Lucio, to 1) Award a contract with C.E. Mechanical Inc., Chino, CA for Citywide Heating Ventilation Air Conditioning (HVAC) Preventative Maintenance and Repairs in the amount of $476,000 for preventative maintenance and $900,000 for repairs for a total not-to-exceed contract amount of $1,376,000 for two and one-half years through June 30, 2028, and two additional one-year options to renew; 2) appropriate $75,000 to the Building Management Fund; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

8. Cooperative Agreement with the California Department of Transportation (Caltrans) for the relinquishment of State Route 83 (Euclid Avenue). Authorize the City Manager to execute a Cooperative Agreement with Caltrans for the relinquishment of State Route 83 (Euclid Avenue).

Staff Report By: Michelle Chapman, CIP Engineering Manager

RECOMMENDATION: 1) Adopt Resolution No. 2025-090, authorizing the City Manager to execute Agreement No. 08-1799 (Relinquishment Agreement) with Caltrans to accept a lump sum payment of $18,823,725 for the transfer of ownership of State Route 83 to the City of Chino; 2) establish a revenue object code within the General Fund for the deposit and project number MS265 for tracking future expenditures; 3) appropriate $60,000 to the Euclid Avenue Program for contract services to secure the transfer of easements on Federal Land for the Euclid Avenue Relinquishment Project MS265; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

Hye Jin Lee, Director of Public Works, and Michelle Chapman, CIP Engineering Manager provided a presentation on the item.

Stubbie Bar, provided a public comment, noting that when Euclid Avenue is accepted from Caltrans, it is accepting a program that must be made compliant with the Americans with Disabilities Act (ADA).

Council Member Lucio noted the City will now have the ability to require developers to make improvements along Euclid Avenue and collaborate with the County on improvements along the Chino Airport.

Mayor Pro Tem Burton emphasized the need for more resources to address the significant repairs on Euclid Avenue, the lack of support from the State of California, and noted that the City will need to pursue grants to obtain additional funding. He expressed that the County needs to address repairs on their portion of Euclid Avenue in front of the Chino Airport.

Council Member Comstock commented that the project represents one part of transportation challenges on the south side of the City, including the Pine Avenue connector and bridging Chino Creek.

Mayor Ulloa inquired about the funding expected in May 2026 as part of the reliquishment and

whether staff could begin seeking grants beforehand. Ms. Lee explained that a defined scope of work must be established first. The Mayor expressed the need to establish a rigorous program to lobby the County to ensure improvements are made along the frontage of San Bernardino County owned property.

Motion by Council Member Comstock, seconded by Mayor Pro Tem Burton, to 1) Adopt Resolution No. 2025-090, authorizing the City Manager to execute Agreement No. 08-1799 (Relinquishment Agreement) with Caltrans to accept a lump sum payment of $18,823,725 for the transfer of ownership of State Route 83 to the City of Chino; 2) establish a revenue object code within the General Fund for the deposit and project number MS265 for tracking future expenditures; 3) appropriate $60,000 to the Euclid Avenue Program for contract services to secure the transfer of easements on Federal Land for the Euclid Avenue Relinquishment Project MS265; and 4) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

9. Award a Professional Services Agreement to Biggs Cardosa Associates for Environmental and Design Services for the Pine Avenue Connector/Bridge Project (ST261) and grant (G7261).
Award a Professional Services Agreement to Biggs Cardosa Associates for Environmental and Design Services for the Pine Avenue Connector/Bridge Project (ST261).

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Award a professional services agreement to Biggs Cardosa Associates in the amount of $6,964,986.99 for Environmental and Design Services for the Pine Avenue Connector/Bridge Project (ST261); 2) appropriate $2,086,590.28 from the Citywide Development Impact Fee (Fund 220), establish a new grant project G7261 and appropriate $3,505,806.71 to the Transportation Fund (Fund 320) for utilizing SAFETEA-LU grant funds and appropriate $1,372,590.00 to Measure I Arterial (Fund 328) (backfill from Fund 220) for a total project appropriation amount of $6,964,986.99 and a revised total project budget for Project ST261 and G7261, in the amount of $7,014,986.99; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.
Hye Jin Lee, Director of Public Works, and Michele Hindersinn, Senior Engineer provided a presentation on the item.

Stubbie Barr, spoke regarding the City of Chino Hills' commitment, since about 65 percent of the construction falls within the City of Chino Hills.

Council Member Comstock commented this project has been discussed extensively in the Infrastructure / Streets Committee, acknowledged the issues with the previous plan, and emphasized that adopting a new plan was in the City's best interest. She explained the revised design has stronger regional support, improved features, and greater cooperation from the Army Corps of Engineers, who are now more receptive to working with the City.

Mayor Pro Tem Burton inquired about how the new design will benefit the City of Chino. Ms. Lee explained the previous design faced significant challenges, and it would have required importing approximately 350,000 cubic yards of dirt. The new design is supported by the Army Corps of Engineers and the City of Chino Hills. The Environmental Impact Report (EIR) process will ensure that community concerns are addressed.

The City Council Members commented on the level of support and financial contributions offered by the City of Chino Hills and our partnership with them on this project.

Ms. Lee explained staff presented the project to the City of Chino Hills in October 2025, where they provided unanimous support, and identified safety traffic concerns, which will be addressed, including extending a traffic impact analysis to Carbon Canyon Road.

Ms. Lee shared that the cost sharing details are to be determined, noting the expectation is federal grants will hopefully cover approximately 80 percent of the project, with the remaining amount to be determined.

Mayor Pro Tem Burton spoke regarding the benefits to connect both cities. Ms. Lee shared how this project will offer a fire evacuation route option for the City of Chino Hills should they experience a wildfire at Chino Hills State Park.

City Manager Reich explained that in the initial discussions with elected officials, the main question was whether the City of Chino Hills supported the project. Now that consensus has been reached, it will be easier to secure federal and state funding.

Mayor Ulloa encouraged the City Council and staff to advocate for funding from Chino Hills since the majority of this project lies within their community and will benefit them.

Motion by Council Member Comstock, seconded by Council Member Lucio, to 1) Award a professional services agreement to Biggs Cardosa Associates in the amount of $6,964,986.99 for Environmental and Design Services for the Pine Avenue Connector/Bridge Project (ST261); 2) appropriate $2,086,590.28 from the Citywide Development Impact Fee (Fund 220), establish a new grant project G7261 and appropriate $3,505,806.71 to the Transportation Fund (Fund 320) for utilizing SAFETEA-LU grant funds and appropriate $1,372,590.00 to Measure I Arterial (Fund 328) (backfill from Fund 220) for a total project appropriation amount of $6,964,986.99 and a revised total project budget for Project ST261 and G7261, in the amount of $7,014,986.99; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

10. Amendment to the Construction Reimbursement Agreement for the Ontario Ranch Business Park Project (referred to as the REDA Project) - Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements Project R2501. Approve an amendment to the Construction Reimbursement Agreement for the Merrill Avenue Widening, Interconnect, and Euclid Median Improvements.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator and Jesus Plasencia, Assistant City Engineer

RECOMMENDATION: 1) Approve a budget amendment, as shown in the Fiscal Impact section of this report, reallocating and updating project funding sources for Project R2501 (Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements) to reflect approved change order work and updated cost allocations among appropriate funding sources, and increase the total project budget by $1,983,767, for a revised total project budget not to exceed $17,692,868; 2) appropriate $2,322,542 to the Transportation Fund 320 with a back fill from the Citywide Circulation Development Impact Fee Fund 220 to support the revised project budget and reduce the Preserve Fund 260 budget by ($338,775); 3) approve an amendment to the Construction Reimbursement Agreement between the City of Chino and Euclid Land Venture, LLC, a Delaware limited liability company, increasing the reimbursement amount by $1,983,767 for a total not-to-exceed amount of $17,692,868; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City.

Jesus Plasencia, Assistant City Engineer and Sylvia Ramos, Contracts & DIF Administration provided a presentation on the item.

Ms. Ramos provided a handout to the City Council detailing the cost summary, noting the information was too detailed to provide on the presentation slide. The handout was saved to the meeting record.

Mr. Plasencia explained that the City joined the City of Ontario to perform improvements on the west side of Euclid Avenue. Mayor Pro Tem Burton asked why we would take on the repairs when Euclid Avenue has not yet been relinquished to the City.

Council Member Lucio and Council Member Comstock answered the question by stating that the City chose to complete the improvements due to the cost effectiveness of already having a contractor onsite. The project would not have been completed by Caltrans, and if the City completed the project at a later date, the cost would have increased.

Ms. Lee confirmed the City collected some in lieu of fees and Development Impact Fee (DIF) funds to help with the costs.

Mayor Ulloa commented it would be helpful for Council Committees, such as the Infrastructure/Streets Committee to provide report updates to the entire City Council.

Council Member Lucio shared this item was previously brought before the entire City Council for discussion.

Stubbie Barr, provided a public comment regarding the project and deferred maintenance by Caltrans.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Approve a budget amendment, as shown in the Fiscal Impact section of this report, reallocating and updating project funding sources for Project R2501 (Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements) to reflect approved change order work and updated cost allocations among appropriate funding sources, and increase the total project budget by $1,983,767, for a revised total project budget not to exceed $17,692,868; 2) appropriate $2,322,542 to the Transportation Fund 320 with a back fill from the Citywide Circulation Development Impact Fee Fund 220 to support the revised project budget and reduce the Preserve Fund 260 budget by ($338,775); 3) approve an amendment to the Construction Reimbursement Agreement between the City of Chino and Euclid Land Venture, LLC, a Delaware limited liability company, increasing the reimbursement amount by $1,983,767 for a total not-to-exceed amount of

$17,692,868; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

11. Construction Contract - CJ Concrete Construction, Inc. for the CDBG Alley Improvements FY2023-24 Project (SN240). Award a Construction Contract to CJ Concrete Construction, Inc. for the CDBG Alley Improvements FY2023-24 Project (SN240).

Staff Report By: Eduardo Diaz, Associate Engineer

RECOMMENDATION: 1) Approve the plans and specifications for construction as approved by the Director of Public Works and award a construction contract to CJ Concrete Construction, Inc. for the CDBG Alley Improvements FY2023-24 Project (SN240) for $407,955; 2) appropriate $18,521.95 to the Transportation Fund (Fund 320) with a backfill from the General Fund (Fund 100); 3) increase the project budget of the CDBG Alley Improvements FY2023-24 Project (SN240) by $18,521.95 for a revised project budget of $568,146.60; 4) authorize the Public Works Director up to $40,795.50 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

Eduardo Diaz, Associate Engineer, provided a presentation on the item.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Approve the plans and specifications for construction as approved by the Director of Public Works and award a construction contract to CJ Concrete Construction, Inc. for the CDBG Alley Improvements FY2023-24 Project (SN240) for $407,955; 2) appropriate $18,521.95 to the Transportation Fund (Fund 320) with a backfill from the General Fund (Fund 100); 3) increase the project budget of the CDBG Alley Improvements FY2023-24 Project (SN240) by $18,521.95 for a revised project budget of $568,146.60; 4) authorize the Public Works Director up to $40,795.50 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code; and 5) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

12. New Commune DTLA LLC v. City of Redondo Beach Appeal. Authorization to Participate as Amicus Curiae in the New Commune DTLA v. City of Redondo Beach, California Supreme Court Appeal.

Staff Report By: Fred Galante, City Attorney

RECOMMENDATION: That the City Council authorize participation in the appeal of the Court of Appeal's *New Commune DTLA LLC v. City of Redondo Beach* decision to the Supreme Court as amicus curiae (often referred to as a "friend of the court" brief supporting the position of one of the parties) to advocate for clarity and flexibility in the application of Government Code § 65583.2 to overlay zoning strategies.

City Attorney Galante provided a background report on the item. He stated participation would

only involve adding the City of Chino's name, with minimal expense since any review costs will be shared among the participating client cities.

City Attorney Galante noted that it is not recommended for the City to take any immediate action regarding its housing element. He explained the request is limited to consider whether the City of Chino should add its name to the amicus curiae.

Mayor Ulloa inquired about how many cities have joined so far. City Attorney Galante reported three of their clients have joined so far, and suspects a fairly large number California cities will join.

Council Member Comstock commented this case is important to so many cities and explained why it is prudent for the City to join.

Mayor Ulloa inquired about costs associated with joining. City Attorney Galante explained the cost to join would not be more than a couple thousand dollars.

Motion by Council Member Flores, seconded by Council Member Comstock, to That the City Council authorize participation in the appeal of the Court of Appeal's New Commune DTLA LLC v. City of Redondo Beach decision to the Supreme Court as amicus curiae (often referred to as a "friend of the court" brief supporting the position of one of the parties) to advocate for clarity and flexibility in the application of Government Code Section 65583.2 to overlay zoning strategies. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events including West End Mayor's Roundtable meeting; Legislative Policy Committee meeting; Gobbler Gloves Boxing showcase; Omnitrans Strategic Plan Zoom meeting; Planning Commission interviews; meeting with Executive Director Carrie Schindler from San Bernardino County Transportation Authority (SBCTA) to discuss funding sources for City projects; and Closed Session.

Mayor Pro Tem Burton

Mayor Pro Tem Burton reported on the following meetings and events including the Senior Thanksgiving Luncheon; Chino Basin Watermaster meeting; League of California Cities meeting; Gobbler Gloves Boxing showcase; Animal Resource Center (ARC) meeting; City Manager meeting; River Street Market Ecology Center San Juan Capistrano tour; City Manager meeting; ARC meeting; and Closed Session.

Council Member Comstock

Council Member Comstock reported on the following meetings and events including the Legislative Policy Committee meeting; League of California Cities meeting and announced she is now the Vice President of the Inland Empire Division; Gobbler Gloves Boxing showcase; thanked her mother and father for Thanksgiving dinner; City Manager meeting; Closed

Session; offered sympathies to the Rowe Family and the Lopez and Burton Families; congratulated Royalty Cakes and Sokol Gymnastics for being awarded the Business of the Month.

Council Member Flores

13. Community Support Fund - Council Member Flores. Approve community support fund contributions to Chino Police Officers' Foundation, Chino Valley Fire Foundation, and Soroptimist International of the Chino Valley.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of $500 Chino Police Officers Foundation, $500 to Chino Valley Fire Foundation, and $500 to Soroptimist International of the Chino Valley.

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to Approve a community support fund contribution of $500 Chino Police Officers Foundation, $500 to Chino Valley Fire Foundation, and $500 to Soroptimist International of the Chino Valley. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Council Member Flores reported he attended the Chino Valley Chamber of Commerce Kids Entrepreneur Fair Pitch Competition; offered condolences to the Rowe Family; and congratulated Royalty Cakes for being awarded Business of the Month.

Council Member Lucio

Council Member Lucio offered condolences to the Rowe Family, the Burton Family, and the Lopez Family.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante had no report.

Director's Report

Hye Jin Lee, Director of Public Works, provided an update on the asphalt maintenance work at the Senior Center, and reported a facilities parking lot pavement rehabilitation program will be prepared for City Council consideration. She reported the shoofly temporary road between Ricon Meadows/Meadowhouse Avenues on Pine Avenue is complete, and the traffic will be transferred to the temporary road tomorrow evening.

Police Chief's Report

Police Chief Mensen provided a report on the Chino Police Association Santa's Sleigh that started December 1, 2025, and will be out every night until December 24, 2025.

Mayor Pro Tem Burton inquired about the number of participants in the Thanksgiving Luncheon

at the Senior Center. Police Chief Mensen indicated that approximately 40-45 police officers served meals.

Fire Chief's Report

Fire Chief Dave Williams reported fire services will host the Thanksgiving Senior Luncheon; announced the Make a Child Smile event is on Wednesday, December 10, 2025, and invited everyone to be part this experience.

CLOSED SESSION

City Attorney Fred Galante read into the record the item listed on the Closed Session agenda.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN's 1014-281-03 and 1014-281-08; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Grand West Coast Investments, LLC; Under Negotiation: Price and Terms of Potential Acquisition

Mayor Ulloa abstained and did not participate in the discussion. The balance of the City Council recessed to Closed Session at 8:19 p.m. and concluded at 8:34 p.m. The City Council reconvened the meeting at 8:35 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Fred Galante reported out of closed session as follows:

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN's 1014-281-03 and 1014-281-08; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Grand West Coast Investments, LLC; Under Negotiation: Price and Terms of Potential Acquisition

Mayor Ulloa abstained and did not participate in the Closed Session for Item 5. The balance of the City Council received a briefing, provided direction, and no further reportable action was taken.

ADJOURNED IN MEMORY OF JERRY ROWE AND GRACE STEPHENIE LOPEZ

The meeting adjourned at 8:38 p.m in memory of Jerry Rowe and Grace Stephenie Lopez. The next Regular Meeting of the City Council will be held on Tuesday, December 16, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****

(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Elected City Officials' Report Regarding Travel, Training, and Meetings.

RECOMMENDATION

Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000-43320
Transfer In:	Transfer Out:

BACKGROUND

In accordance with Government Code Sections 53232.2 and 53232.3, implementing Assembly Bill (AB) 1234 on January 1, 2006, the City adopted Resolution No. 2005-093 establishing a Business-Related Expense Policy. On December 6, 2016, the City approved Resolution No. 2016-075 adopting the latest revisions to this policy. In addition to requiring local agencies to adopt a business-related expense policy, AB 1234 requires that Elected Officials provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

ISSUES/ANALYSIS

In response to AB 1234, a report regarding Elected City Officials' Travel, Training, and Meetings (Exhibit A) was created and is placed on the City Council Agenda Consent Calendar, as needed. The documents that pertain to the items listed on Exhibit A are available for public inspection at the City Clerk's office located in City Hall at 13220 Central Avenue, Chino, CA.

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
None			

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Government Relations Update for December 16, 2025.

RECOMMENDATION

Receive and file the December 16, 2025, Government Relations Update.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

On April 2, 2024, the City Council adopted the Citywide Legislative Policy, which outlines guiding principles organized by legislative, policy, and regulatory matters. It supplements the Citywide Strategic Plan to build an effective and flexible legislative advocacy strategy.

The Policy authorizes Staff to formulate and approve official City responses for those legislative items with potentially significant impact on the City or that create an issue of timeliness for an official response, with the qualification that the position is determined to be consistent with the City's legislative policy.

Per the Policy, the Committee or Staff is to report to the City Council on any updates, recommendations, or actions taken by the Committee or Staff.

ISSUES/ANALYSIS

The Government Relations Update provides a review of major legislative and government relations issues of note to the City (Attachment 1).

There are no State Update and Tracked State Legislation reports this month as the first year of the state legislative session has concluded and the legislature is in recess until January 5, 2026.

City of Chino

GOVERNMENT RELATIONS UPDATE (Attachment 1)

As of December 10, 2025 (December 16, 2025 City Council Agenda)

FEDERAL UPDATE

Federal Budget

Shortly after the publication of the Government Relations Update on November 12, 2025, a compromise continuing resolution (CR) funding the government through January 30, 2025, was signed into law. With the CR expiration and Christmas break looming, ongoing discussions and potential threats of future shutdowns remain due to unresolved FY 2026 appropriations issues.

Leadership continues to work on the remaining nine appropriations measures. House Appropriations Chair Tom Cole (R-OK) and his Senate counterpart, Chairwoman Susan Collins (R-ME), reached consensus on topline numbers for five FY26 bills, excluding the two largest measures, Defense and Labor-HHS-Education. This agreement opens the path for the Senate to prepare these measures for floor consideration.

Congress continues to try to pass the measures it can. There are rumors that whatever cannot be passed by January 30 may be rolled into a minibus or omnibus spending package for the remainder of the year. How congressionally funded projects included in those bills will be impacted is unknown.

Schedule for Congress

The House will be in session until December 17. Members are scheduled to leave D.C. on December 18 and return on January 6, 2026.

Affordable Care Act Expiration

The discussions surrounding the Affordable Care Act (ACA) subsidies are currently at a standstill, with no clear plan to extend them before they expire on December 31. Democrats propose extending the subsidies for three years, while Republicans propose sending money directly to patients, reducing government involvement, and implementing reforms and cost reductions. Leaders in both chambers continue to work on their preferred partisan health care legislation ahead of floor votes. It appears unlikely that a resolution will be reached by December 31.

Texas Redistricting Case

In a 6-3 decision, the Supreme Court ruled Texas's new congressional map will stand for the upcoming midterms. A decision had to be made as Texas’s filing deadline was December 8.

STATE UPDATE AND TRACKED STATE LEGISLATION REPORTS

There are no reports this month as the first year of the state legislative session has concluded and the legislature is in recess until January 5, 2026.

POSITION LETTERS & MAJOR ISSUES

No letters on legislation or regulatory issues have been submitted since the October 15, 2025, report on the City Council agenda.

STATE LEGISLATIVE CALENDAR – Recent and Upcoming Legislative Deadlines

- Jan. 1 - Statutes take effect.
- Jan. 5 - Legislature reconvenes for second year of the 2025-26 Regular Session.
- Jan. 10 - Budget must be submitted by Governor.
- Jan. 16 - Last day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house in the odd-numbered year.
- Jan. 19 - Martin Luther King, Jr. Day.
- Jan. 23 - Last day for any committee to hear and report to the Floor bills introduced in that house in the odd-numbered year.

  - Last day to submit bill requests to the Office of Legislative Counsel.
- Jan. 31 - Last day for each house to pass bills introduced in that house in the odd-numbered year.
- Feb. 16 - Presidents' Day.
- Feb. 20 - Last day for bills to be introduced.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Reappointment to West Valley Mosquito & Vector Control District (WVMVCD) Board of Trustees.

RECOMMENDATION

Approve the reappointment of Council Member Christopher Flores to West Valley Mosquito and Vector Control District for a two-year term.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Mayor and Council Members serve on various regional intergovernmental committees and boards representing the City of Chino. City Council Committee Assignments are reviewed every two years or as needed (Note: It is anticipated that the comprehensive City Council committee assignment list will be reviewed in December 2026). Council Member Christopher Flores represents the City of Chino on the West Valley Mosquito and Vector Control District Board of Trustees.

ISSUES/ANALYSIS

On January 1, 2026 Council Member Flores' term on the Board of Trustees is due to expire. The WVMVCD has requested the re-appointment of Council Member Flores who has indicated his interest to be reappointed to another term. Therefore, City Council ratification of this reappointment for a two-year term is recommended.

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **TERRY DOYLE, DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT**

SUBJECT

Salary Schedule Correction for Unrepresented Management Employees.

RECOMMENDATION

Adopt Resolution No. 2025-091 approving a salary schedule correction for Unrepresented Management employees.

FISCAL IMPACT

There is no fiscal impact associated with this action.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning
- Integrity and Accountability

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On November 18, 2025, the City Council approved the salary schedule for Unrepresented Management employees, effective November 24, 2025. Upon subsequent review, staff identified a clerical error in the salary range listed for the classification of Environmental Compliance Supervisor. The approved salary schedule incorrectly listed the base salary as $9,992.00 annually, $832.67 monthly, and $4.80 hourly, whereas the correct base salary should be $99,992.00 annually, $8,332.67 monthly, and $48.07 hourly.

ISSUES/ANALYSIS

In accordance with Title 2, Section 570.5, of the California Code of Regulations, the California Public Employees' Retirement System (CALPERS) requires that salary schedules be duly adopted and approved by the City Council. While no employees have been adversely affected in terms of pay, the published salary schedule must be corrected to ensure compliance with CalPERS guidelines.

The salary schedule included in the current Compensation and Benefit Plan for Unrepresented Management employees must also be updated to reflect this correction.

This correction does not result in any budgetary impact, as the correct salary range has been used operationally for payroll purposes.

Attachment: Resolution No. 2025-091 Salary Schedule and Compensation and Benefit Plan for Unrepresented Management

RESOLUTION NO. 2025-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING A CORRECTION TO THE SALARY SCHEDULE AND THE AMENDED AND RESTATED COMPENSATION AND BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix compensation for all employees through a resolution or ordinance; and

WHEREAS, in accordance with Title 2,California Code Regulations ("CCR") § 570.5, the California Public Employees' Retirement System ("CalPERS") requires that salary schedules be duly adopted and approved by the City Council; and

WHEREAS, on November 18, 2025, the City Council adopted the salary schedule for Unrepresented Management Employees, effective November 24, 2025; and

WHEREAS, upon subsequent review, City staff identified a clerical error in the salary range listed for the classification of Environmental Compliance Supervisor; and

WHEREAS, the approved salary schedule incorrectly listed the base salary for the Environmental Compliance Supervisor classification as $9,992.00 annually, $832.67 monthly, and $4.80 hourly, whereas the correct base salary should be $99,992.00 annually, $8,332.67 monthly, and $48.07 hourly; and

WHEREAS, the base salary for the Environmental Compliance Supervisor classification must also be corrected in the Compensation and Benefit Plan for Unrepresented Management Employees, which was previously adopted by the City Council under Resolution No. 2025-086.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts the correction to the salary schedule for Unrepresented Management Employees to reflect the accurate salary for the classification of Environmental Compliance Supervisor, which is attached hereto as Exhibit A.

SECTION 2. Resolution No. 2025-086 and all prior compensation and benefits resolutions adopted by City Council are hereby rescinded and replaced by this Resolution 2025-091, which approves amended and restated compensation and benefits for Unrepresented Management Employees. In the event of conflict between this Resolution and any prior City Council resolution relating to the subject matter of this Resolution No. 2025-091, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution No. 2025-091 provides benefits in excess or is different from the benefits provided in any prior City Council resolution, the provisions of this Resolution shall control.

SECTION 3. The City Council hereby approves and adopts the amended and restated Compensation and Benefit Plan for Unrepresented Management Employees, which is attached hereto as Exhibit B.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 16th day of December, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Salary Schedule for Unrepresented Management effective November 24, 2025

EXHIBIT B. Compensation and Benefit Plan for Unrepresented Management

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 16th day of December 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Administrative Services Manager	M19	Hourly	$ 44.22	$ 50.85	$ 58.48
		Monthly	$ 7,664.67	$ 8,814.42	$ 10,136.50
		Annually	$ 91,976.00	$ 105,773.00	$ 121,638.00
Assistant Budget Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Assistant City Engineer	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Assistant Civil Engineer	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Assistant Engineer	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Assistant Parks & Facilities Manager	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00
Assistant Public Works Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Assistant to the City Manager	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Civil Engineer	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Associate Engineer	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Planner	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Budget Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Building and Code Compliance Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Building Official	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Clerk	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
City Planner	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Traffic Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Civil Engineering Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Clinical Program Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Communications Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Construction Project Coordinator	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Contracts & DIF Administrator	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Council Liaison	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Economic Development Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Economic Development Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Emergency Services Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Environmental Compliance Coordinator	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Environmental Compliance Supervisor	M12	Hourly	$ 48.07	$ 55.29	$ 63.58
		Monthly	$ 8,332.67	$ 9,583.08	$ 11,020.00
		Annually	$ 99,992.00	$ 114,997.00	$ 132,240.00
Environmental Services Administrator	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Equipment Mechanic Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Facility Coordinator	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Fiscal Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Grounds Supervisor	M13	Hourly	$ 38.13	$ 43.85	$ 50.43
		Monthly	$ 6,609.25	$ 7,600.67	$ 8,740.67
		Annually	$ 79,311.00	$ 91,208.00	$ 104,888.00
Housing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Human Resources/Risk Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Information Technology Analyst	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Information Technology Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.68
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,678.17
		Annually	$ 133,209.00	$ 153,190.00	$ 176,138.00
Information Technology Supervisor	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Multimedia Officer	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Parks & Facilities Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Payroll Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Permit & Inspection Supervisor	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Permit Center Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Police Records & Evidence Supervisor	M8	Hourly	$ 33.70	$ 38.76	$ 44.57
		Monthly	$ 5,841.58	$ 6,717.83	$ 7,725.50
		Annually	$ 70,099.00	$ 80,614.00	$ 92,706.00
Police Technical Services Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Principal Engineer	M29	Hourly	$ 56.60	$ 65.10	$ 74.86
		Monthly	$ 9,811.42	$ 11,283.17	$ 12,975.58
		Annually	$ 117,737.00	$ 135,398.00	$ 155,707.00
Principal Planner	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00
Projects Manager	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Public Information Officer	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Public Safety Dispatch Supervisor	M14	Hourly	$ 39.08	$ 44.95	$ 51.69
		Monthly	$ 6,774.50	$ 7,790.58	$ 8,959.17
		Annually	$ 81,294.00	$ 93,487.00	$ 107,510.00
Public Works Project Manager	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Public Works Services Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Public Works Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Purchasing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Revenue Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Risk Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Senior Engineer	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Information Technology Analyst	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Senior Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Planner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Sewer & Storm Drain Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Strategic Initiatives Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Streets Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Supervising Building Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Code Compliance Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Plans Examiner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Transportation Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Utilities Engineering & Operations Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Water Utilities Superintendent	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Water Utilities Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

Exhibit A

COMPENSATION AND BENEFIT PLAN FOR UNREPRESENTED MANAGEMENT EMPLOYEES

UNREPRESENTED MANAGEMENT EMPLOYEES:
The Unrepresented Management Employee group (Employee or Employees) shall be comprised of the following classifications and positions employed by the City of Chino (City):

Accessibility Coordinator
Administrative Services Manager
Assistant Budget Manager
Assistant City Engineer
Assistant Civil Engineer
Assistant Engineer
Assistant Parks & Facilities Manager
Assistant Public Works Services Manager
Assistant to the City Manager
Associate Civil Engineer
Associate Engineer
Associate Planner
Budget Manager
Building and Code Compliance Manager
Building Official
Capital Improvement Projects Engineering Manager
City Clerk
City Planner
City Traffic Engineer
Civil Engineering Manager
Clinical Program Manager
Communications Manager
Construction Project Coordinator
Contracts and DIF Administrator
Council Liaison
Crime Prevention & Community Outreach Supervisor
Community Services, Parks & Recreation Manager
Community Services, Parks & Recreation Supervisor
Economic Development Analyst
Economic Development Manager
Emergency Services Coordinator
Engineering Manager
Environmental Compliance Coordinator
Environmental Compliance Supervisor
Environmental Services Administrator
Equipment Mechanic Supervisor
Facility Coordinator
Fiscal Services Manager
Grounds Supervisor
Housing Manager
Human Resources/Risk Management Analyst
Information Technology Analyst
Information Technology Manager
Information Technology Supervisor
Management Analyst
Multimedia Officer
Parks & Facilities Manager
Payroll Supervisor
Permit & Inspection Supervisor
Permit Center Coordinator
Police Records & Evidence Supervisor
Police Technical Services Manager
Principal Engineer
Principal Planner
Projects Manager
Public Information Officer
Public Safety Dispatch Supervisor
Public Works Project Manager
Public Works Services Manager
Public Works Supervisor
Purchasing Manager
Revenue Manager
Risk Manager
Senior Engineer
Senior Human Resources/Risk Management Analyst
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Sewer & Storm Drain Supervisor
Strategic Initiatives Manager
Streets Supervisor
Supervising Building Inspector
Supervising Code Compliance Inspector
Supervising Plans Examiner
Transportation Manager
Utilities Engineering and Operations Manager
Water Utilities Superintendent
Water Utilities Supervisor

BASE COMPENSATION:
In addition to the two percent (2%) cost-of-living adjustment wage increase (COLA) previously provided to all Unrepresented Management Employees through City Council Resolution No. 2025-039, adopted on July 15, 2025 and made effective July 21, 2025, all Unrepresented Management Employees shall be provided an additional one percent (1%) COLA wage increase effective the pay period beginning on November 24, 2025, as reflected in the updated Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan.

Effective the beginning of the pay period including July 1, 2026, the Classification Plan and Compensation Schedule for Unrepresented Management Employees shall reflect a three percent (3%) COLA as reflected in the Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan.

RETENTION PAY:
All Unrepresented Management Employees still employed by the City as of November 24, 2025 shall receive a one-time, lump sum retention payment in the amount of 0.90% of their base pay, as Off-Salary-Schedule Pay per section 571(a) of Title 2 of the California Code of Regulations, to be issued through Payroll and subject to applicable taxes and withholdings, and shall not be considered earnable or pensionable compensation under the California Public Employees' Retirement System.

DIRECT DEPOSIT:
All Employees will have funds directly deposited into an account they established for deposit of their payroll checks.

LONGEVITY PAY:
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all Employees, providing tax-deferred savings to serve as a retirement supplement. An Employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
The City-paid contribution to deferred compensation is two hundred and fifty dollars ($250) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

"Catch-up" Provision
Pursuant to federal and state law, Employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an Employee's planned retirement date, the conversion of accrued Sick, Vacation, Sick Leave Conversion, Management, Floating Holiday/Compensatory and Holiday Leave hours to cash contribution at the Employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an Employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the Employee, accumulated Sick Leave hours, and the Employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the Employee must be within three (3) years of their planned retirement date, have "457 catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance Employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an Employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said Employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the Employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the Employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The Employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be counted towards the Employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
To participate, the Employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The Employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The Employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the Employee will select the amount of other leave (this may be Sick Leave Conversion, Management, Floating Holiday, Compensatory Time and/or Holiday Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The Employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an Employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, Floating Holiday, Compensatory Time leave hours to contribute this additional amount.

Defined Contribution Plan - 401(A):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows Employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating Employee. An Employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Contributions to the deferred compensation plan will be discontinued while an Employee is receiving Workers' Compensation payments.

ACTING PAY:
The City will grant Acting after an Employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an Employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the Employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying Employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The Employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

ADDITIONAL DUTY PAY:
Afforded to an Employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An Employee performing this type of work

for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

BILINGUAL PAY:
Employees are eligible to receive one hundred and sixty dollars ($160) per month (except for eligible Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor who receive two hundred and forty dollars ($240) per month) (paid over 24 pay periods) for verbal fluency in any language, other than English, that the Department Director deems necessary, including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine Employees' proficiency. Testing and its frequency are at the discretion of the City. An Employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Department Director Approval: To be eligible to take the City's competency examination, an Employee must be recommended by the Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the Employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the Employee to use bilingual skills on the job. If an Employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the Employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the Employee with no right of appeal.

CERTIFICATE PAY:
If a professional certificate is required as part of an Employees' job, it will be paid for in the same manner and subject to the same limits as American Federation of State, County and Municipal Employees (AFSCME) Employees.

Certified Access Specialist (CASp) – Qualifying Employees are eligible to receive two hundred and fifty dollars ($250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

COMMERCIAL DRIVER'S LICENSE:
Employees who are required to maintain their Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars ($250) per fiscal year.

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the Employee's regular paychecks as earned.

Any Employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the Employee in the lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the Employee in lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next open enrollment period.

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A "qualified family member" is defined as spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the Employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The Employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Director. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

COMPENSATORY TIME:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Two (2) Compensatory Time banks, each consisting of eighty (80) hours, are established:

- Compensation Bank No. 1: This bank provides for the accrual of eighty (80) hours of Compensatory Time to be paid out only upon separation from employment. The first eighty (80) hours of Compensatory Time earned by an Employee are recorded in this account. No annual buy back of this time is provided.
- Compensation Bank No. 2: This bank provides for the accrual of up to eighty (80) hours of Compensatory Time for use as time off only. This time may not be sold back to the City. Overtime hours in excess of eighty (80) in this account will be paid to Employees in salary at one and one-half (1 ½) times the Employee's regular rate of pay.

COMPUTER LOAN PROGRAM:
All non-represented management Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).

- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

DEATH BENEFIT:
Employees are provided with $100,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management at time of death.

In the event of an Employee's death, their beneficiary will receive payment of all unused Leave time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the Employee would have been eligible for retirement using the CalPERS definition, Sick Leave will be paid to the Employee's beneficiary(ies) at 100% cash-out of the Employee's accrued Sick Leave on record.

In the event of an Employee death, if said such death is defined by the Workers' Compensation system as an industrial death, the Employee's beneficiary(ies) will receive 100% cash-out of the Employee's accrued Sick Leave on record.

DISABILITY:
The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary Employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the Employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the Employee's base salary. The entire benefit period will not exceed five (5) years.

DISCIPLINARY APPEAL PROCEDURE:
The City Manager will no longer serve as the Hearing Officer.

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 – Flexible Benefits Spending Plan is available for Employee contributions in accordance with IRS regulations.

FLOATING HOLIDAY TIME:
Employees are provided with thirty-five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the Employee with the approval of their supervisor.

Employees may cash out up to thirty-five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in a set number of hours, payable at the Employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for Employees retiring from the City, Employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the Employee's final check(s), or in the event that sufficient funds are not available, the Employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

HOLIDAY CLOSURE:
The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the Employee in the future, to those Employees who request it and who do not have any current Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

HOLIDAY PAY:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Credited with one hundred and fifty-five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. These positions have the option of converting holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated

time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to another. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Upon written request to the City's Finance Department, payment of holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash-out. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employees' Retirement System.

Except for Employees retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will be reimbursed to the City upon termination of their employment.

HOLIDAY TIME COMPENSATION BANK:
When a City-designated holiday is observed on an Employee's scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the Employee's current hourly rate.

Should the Employee separate from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday shall be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

JURY DUTY:
It is the policy of the City that no Employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected Employee.

For all jury service, Employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:
The City shall pay the Employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the Employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

LIFE INSURANCE:
Employees are provided with a total of $100,000 in life insurance coverage.

See also Death Benefit Section in this Compensation and Benefit Plan.

LUNCH (PAID):
Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors will receive a paid lunch break.

MANAGEMENT LEAVE:
With exception of Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors, who earn overtime, Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management Employees or current Employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the final payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for Employees retiring from the City, Employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the Employee's final check(s), or in the event that sufficient funds are not available, the Employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

MILEAGE REIMBURSEMENT:
The City agrees to reimburse Employees authorized by their Department Head for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an Employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the Employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

MILITARY LEAVE:
Under certain conditions, Employees ordered to active duty may receive wage continuation and benefits for up to one (1) year. Cost-of-living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

OVERTIME:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Are eligible to earn overtime hours. For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-½) times the Employee's base rate of pay unless otherwise specified in this Compensation and Benefit Plan.

Also see Regular Rate of Pay Section in this Compensation and Benefit Plan.

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An Employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

RECRUITMENT INCENTIVES:
For recommendation resulting in Sworn Officer hire:

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of Employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

REGULAR RATE OF PAY:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor
For purposes of determining the "regular rate" of pay in calculating Fair Labor Standards Act ("FLSA") overtime, the "regular rate" of pay includes "all remuneration for employment paid to, or on behalf of, the Employee" except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the Employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding ("MOU") will be included for purposes of determining the "regular rate" of pay:

- Acting Pay
- Additional Duty Pay
- Unused portions of the Benefit Bank actually received as cash
- Bilingual Pay
- Longevity
- Uniform Clothing/Cleaning Allowance

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime section of this Compensation and Benefit Plan.

REHIRE POLICY:
Any Employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would otherwise serve and shall be otherwise subject to all terms and conditions of employment applicable to any newly hired Employee. The only exception shall be that any Employee rehired shall have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for will be reinstated.

RETIREMENT:
The City has a three-tier retirement benefit as follows:

A. 2.7% at age 55 if hired before October 17, 2011, with the single highest year final compensation.
B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
C. 2% at age 62 (PEPRA), if entering CalPERS membership on or after January 1, 2013, with a 3-year average final compensation.

Member Contribution to CalPERS
Members will contribute the Employee rate of contributions each payroll. All Employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and CalPERS guidelines:

A. 2.7% at 55, if hired before October 17, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 17, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of Employee contributions only.

Beginning January 1, 2021, Employees will contribute twenty five dollars ($25) per pay period on a pre-tax basis. Upon separation or retirement, Employees will contribute fifty percent (50%) of all qualifying accrued Sick Leave to the plan.

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an Employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an Employee by the City, the Employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the Employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the Employee. A meeting may be requested by the Employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the Employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the Employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the Employee's final pay. If the amount owed is greater than the Employee's final pay, the City may initiate a collections process against the Employee.

C. Underpayments

1. In situations involving underpayment to an Employee by the City, the Employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

SEPARATION FROM CITY:
At the discretion and approval of the Department Director, Employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the Employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

SICK LEAVE:
Upon hire, Employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the Employee is paid for more than two-thirds (2/3) of the working days in such month, Employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an Employee changes status (e.g. changes from full-time to part-time employment), or separates from this Employee unit, the Employee will be subject to the new bargaining group's MOU or Compensation and Benefit Plan.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the Employee will not receive payment for any Sick Leave hours for time missed from work.

SICK LEAVE BUY BACK:
At separation of employment the City will buy back a percentage of the Employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the Employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

SICK LEAVE CONVERSION TO PERSONAL LEAVE:
For Employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

SICK LEAVE HIRING INCENTIVE:
New Employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the Employee for Sick Leave hours at this amount or greater. New Employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

TUITION ADVANCE PROGRAM:
Full-time, non-probationary Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any Employee's educational expenses.

Affected Employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the Employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the Employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the Employee). In the event that the educational institution attended does not provide the Employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the Employee is responsible to notify the Director

of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an Employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to one hundred twenty (120) calendar days total), the City will have the right to automatically make a payroll deduction from the Employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

TUITION REIMBURSEMENT – ENHANCED PROGRAM:
Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year to verify the number of Employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year to participate in this Enhanced Program.

It shall remain the individual Employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

UNIFORM CLOTHING/CLEANING ALLOWANCE:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – The City shall provide to affected Employees a clothing/cleaning allowance of seven hundred and seventy dollars ($770) per year. Payment for the total uniform cleaning allowance will be made one time per year. This payment will be in a check separate from the Employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. If assignment is made to a non-uniformed unit prior to the end of the fiscal year, the Employee will be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the Employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each Employee.

Also see Work Boots and Work Shoes in this Compensation and Benefit Plan.

VACATION LEAVE:
Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the Employee's then existing hourly rate of pay. New Employees with less than six (6) months of City service are ineligible to receive Vacation Leave Buy Back. It is the responsibility of Employees to schedule Vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the Employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, Employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to the Finance Department to affect this temporary exception.

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the Employee's existing base rate of pay. New Employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

VACATION LEAVE CONVERSION:
Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the Employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

WORK BOOTS/WORK SHOES:
Supervising Building Inspector and Supervising Code Compliance Inspector – Will receive a three hundred dollar ($300) allowance in their first paycheck in January. These funds will be used by the Employee for the purchase of safety-rated work boots or work shoes. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

WORKERS' COMPENSATION PROGRAM:
Whenever any Employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the Employee will be compensated as follows: On the first, second, and third day of the injury Employees will use accrued Sick,

Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

Commencing the fourth day of the injury, the City will continue the Employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the Employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

WORKERS' COMPENSATION PREMIUM PAYMENT:
In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured Employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured Employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an Employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

SAVINGS CLAUSE:
Should any clause in this Compensation and Benefit Plan be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Compensation and Benefit Plan will remain in full force and effect.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

Unrepresented Management Classification Plan and Compensation Schedule
Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Administrative Services Manager	M19	Hourly	$ 44.22	$ 50.85	$ 58.48
		Monthly	$ 7,664.67	$ 8,814.42	$ 10,136.50
		Annually	$ 91,976.00	$ 105,773.00	$ 121,638.00
Assistant Budget Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Assistant City Engineer	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Assistant Civil Engineer	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Assistant Engineer	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Assistant Parks & Facilities Manager	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00
Assistant Public Works Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Assistant to the City Manager	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Civil Engineer	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Associate Engineer	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Planner	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Budget Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Building and Code Compliance Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00

Building Official	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Clerk	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
City Planner	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Traffic Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Civil Engineering Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Clinical Program Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Communications Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Construction Project Coordinator	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Contracts & DIF Administrator	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Council Liaison	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Economic Development Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Economic Development Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Emergency Services Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Environmental Compliance Coordinator	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Environmental Compliance Supervisor	M12	Hourly	$ 48.07	$ 55.29	$ 63.58
		Monthly	$ 8,332.67	$ 9,583.08	$ 11,020.00
		Annually	$ 99,992.00	$ 114,997.00	$ 132,240.00
Environmental Services Administrator	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Equipment Mechanic Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Facility Coordinator	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Fiscal Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Grounds Supervisor	M13	Hourly	$ 38.13	$ 43.85	$ 50.43
		Monthly	$ 6,609.25	$ 7,600.67	$ 8,740.67
		Annually	$ 79,311.00	$ 91,208.00	$ 104,888.00
Housing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00

Human Resources/Risk Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Information Technology Analyst	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Information Technology Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.68
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,678.17
		Annually	$ 133,209.00	$ 153,190.00	$ 176,138.00
Information Technology Supervisor	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Multimedia Officer	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Parks & Facilities Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Payroll Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Permit & Inspection Supervisor	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Permit Center Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Police Records & Evidence Supervisor	M8	Hourly	$ 33.70	$ 38.76	$ 44.57
		Monthly	$ 5,841.58	$ 6,717.83	$ 7,725.50
		Annually	$ 70,099.00	$ 80,614.00	$ 92,706.00
Police Technical Services Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Principal Engineer	M29	Hourly	$ 56.60	$ 65.10	$ 74.86
		Monthly	$ 9,811.42	$ 11,283.17	$ 12,975.58
		Annually	$ 117,737.00	$ 135,398.00	$ 155,707.00
Principal Planner	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00

Projects Manager	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Public Information Officer	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Public Safety Dispatch Supervisor	M14	Hourly	$ 39.08	$ 44.95	$ 51.69
		Monthly	$ 6,774.50	$ 7,790.58	$ 8,959.17
		Annually	$ 81,294.00	$ 93,487.00	$ 107,510.00
Public Works Project Manager	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Public Works Services Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Public Works Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Purchasing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Revenue Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Risk Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Engineer	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Information Technology Analyst	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Senior Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Planner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00

Sewer & Storm Drain Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Strategic Initiatives Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Streets Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Supervising Building Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Code Compliance Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Plans Examiner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Transportation Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Utilities Engineering & Operations Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Water Utilities Superintendent	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Water Utilities Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

Unrepresented Management Classification Plan and Compensation Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Administrative Services Manager	M19	Hourly	$ 45.55	$ 52.38	$ 60.23
		Monthly	$ 7,894.58	$ 9,078.83	$ 10,440.58
		Annually	$ 94,735.00	$ 108,946.00	$ 125,287.00
Assistant Budget Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Assistant City Engineer	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Assistant Civil Engineer	M20	Hourly	$ 46.68	$ 53.69	$ 61.74
		Monthly	$ 8,091.92	$ 9,305.83	$ 10,701.58
		Annually	$ 97,103.00	$ 111,670.00	$ 128,419.00
Assistant Engineer	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Assistant Parks & Facilities Manager	M28	Hourly	$ 56.88	$ 65.41	$ 75.22
		Monthly	$ 9,859.33	$ 11,338.17	$ 13,038.92
		Annually	$ 118,312.00	$ 136,058.00	$ 156,467.00
Assistant Public Works Services Manager	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Assistant to the City Manager	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Associate Civil Engineer	M26	Hourly	$ 54.14	$ 62.26	$ 71.60
		Monthly	$ 9,384.17	$ 10,791.83	$ 12,410.58
		Annually	$ 112,610.00	$ 129,502.00	$ 148,927.00
Associate Engineer	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Associate Planner	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Budget Manager	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Building and Code Compliance Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00

Building Official	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
City Clerk	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
City Planner	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
City Traffic Engineer	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Civil Engineering Manager	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
Clinical Program Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Communications Manager	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Construction Project Coordinator	M16	Hourly	$ 42.29	$ 48.64	$ 55.93
		Monthly	$ 7,330.92	$ 8,430.58	$ 9,695.17
		Annually	$ 87,971.00	$ 101,167.00	$ 116,342.00
Contracts & DIF Administrator	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Council Liaison	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00

Community Services, Parks & Recreation Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Economic Development Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Economic Development Manager	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Emergency Services Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Engineering Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Environmental Compliance Coordinator	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Environmental Compliance Supervisor	M12	Hourly	$ 49.52	$ 56.95	$ 65.48
		Monthly	$ 8,582.67	$ 9,870.58	$ 11,350.58
		Annually	$ 102,992.00	$ 118,447.00	$ 136,207.00
Environmental Services Administrator	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Equipment Mechanic Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Facility Coordinator	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Fiscal Services Manager	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Grounds Supervisor	M13	Hourly	$ 39.27	$ 45.17	$ 51.94
		Monthly	$ 6,807.50	$ 7,828.67	$ 9,002.92
		Annually	$ 81,690.00	$ 93,944.00	$ 108,035.00
Housing Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00

Human Resources/Risk Management Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Information Technology Analyst	M16	Hourly	$ 42.29	$ 48.64	$ 55.93
		Monthly	$ 7,330.92	$ 8,430.58	$ 9,695.17
		Annually	$ 87,971.00	$ 101,167.00	$ 116,342.00
Information Technology Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Information Technology Supervisor	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Management Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Multimedia Officer	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Parks & Facilities Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Payroll Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Permit & Inspection Supervisor	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Permit Center Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Police Records & Evidence Supervisor	M8	Hourly	$ 34.71	$ 39.92	$ 45.91
		Monthly	$ 6,016.83	$ 6,919.33	$ 7,957.25
		Annually	$ 72,202.00	$ 83,032.00	$ 95,487.00
Police Technical Services Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Principal Engineer	M29	Hourly	$ 58.30	$ 67.05	$ 77.10
		Monthly	$ 10,105.75	$ 11,621.67	$ 13,364.83
		Annually	$ 121,269.00	$ 139,460.00	$ 160,378.00
Principal Planner	M28	Hourly	$ 56.88	$ 65.41	$ 75.22
		Monthly	$ 9,859.33	$ 11,338.17	$ 13,038.92
		Annually	$ 118,312.00	$ 136,058.00	$ 156,467.00

Projects Manager	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Public Information Officer	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Public Safety Dispatch Supervisor	M14	Hourly	$ 40.26	$ 46.29	$ 53.24
		Monthly	$ 6,977.75	$ 8,024.33	$ 9,227.92
		Annually	$ 83,733.00	$ 96,292.00	$ 110,735.00
Public Works Project Manager	M26	Hourly	$ 54.14	$ 62.26	$ 71.60
		Monthly	$ 9,384.17	$ 10,791.83	$ 12,410.58
		Annually	$ 112,610.00	$ 129,502.00	$ 148,927.00
Public Works Services Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Public Works Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Purchasing Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Revenue Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Risk Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Engineer	M27	Hourly	$ 55.49	$ 63.82	$ 73.39
		Monthly	$ 9,618.83	$ 11,061.67	$ 12,720.92
		Annually	$ 115,426.00	$ 132,740.00	$ 152,651.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Information Technology Analyst	M20	Hourly	$ 46.68	$ 53.69	$ 61.74
		Monthly	$ 8,091.92	$ 9,305.83	$ 10,701.58
		Annually	$ 97,103.00	$ 111,670.00	$ 128,419.00
Senior Management Analyst	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Planner	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00

Sewer & Storm Drain Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Strategic Initiatives Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Streets Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Supervising Building Inspector	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Supervising Code Compliance Inspector	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Supervising Plans Examiner	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Transportation Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Utilities Engineering & Operations Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Water Utilities Superintendent	M27	Hourly	$ 55.49	$ 63.82	$ 73.39
		Monthly	$ 9,618.83	$ 11,061.67	$ 12,720.92
		Annually	$ 115,426.00	$ 132,740.00	$ 152,651.00
Water Utilities Supervisor	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **TERRY DOYLE, DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT**

SUBJECT

Updated Compensation and Benefit Plan for Unrepresented Sworn Management.

RECOMMENDATION

Adopt Resolution No. 2025-092 approving the updated Compensation and Benefit Plan for Unrepresented Sworn Management.

FISCAL IMPACT

The proposed changes are estimated to cost a total of $2,400.00. There are sufficient reserves in the Employee Service Fund balance for the proposed changes. Detailed cost out information is on file in the Finance Department.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning
- Integrity and Accountability

Revenue: Click or tap here to enter text.	Expenditure: 6405020-42070
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Compensation and Benefit Plan for Unrepresented Sworn Management includes a provision that ensures salary alignment between Unrepresented Sworn Management and the Chino Police Managers Association (CPMA) classifications. The existing language provides that any general salary increase, cost-of-living adjustment (COLA), or other across-the-board base salary increase granted to CPMA-represented employees shall be applied concurrently to the Unrepresented Sworn Management employees.

ISSUES/ANALYSIS

To ensure continued consistency and fairness in total compensation, staff recommends updating the language in the Compensation and Benefit Plan for Unrepresented Sworn Management to reflect a broader range of compensation-related adjustments. The proposed revision expands the scope beyond base salary and COLAs to include other monetary benefits such as increases to deferred compensation contributions, uniform allowances, specialty pays, and similar forms of compensation.

The revised language also clarifies that while the Captain and Deputy Chief of Police will receive the same $510 per month City contribution to deferred compensation as CPMA-represented employees, the Chief of Police will continue to receive a fixed $700 per month City contribution to their deferred compensation.

This update ensures continued alignment between the compensation of Unrepresented Sworn Management and CPMA-represented employees, while also providing clarity and consistency in the application of compensation adjustments.

Attachment: Resolution No. 2025-092 Compensation and Benefit Plan for Unrepresented Sworn Management

RESOLUTION NO. 2025-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE AMENDED AND RESTATED COMPENSATION AND BENEFITS FOR UNREPRESENTED SWORN MANAGEMENT EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix the compensation for all employees through a resolution or ordinance; and

WHEREAS, the City Council of the City of Chino previously adopted resolutions establishing compensation and benefits for Unrepresented Sworn Management Employees, with the most recent being Resolution No. 2025-089; and

WHEREAS, the current plan provides that any general salary increase, cost-of-living adjustment (COLA), or other across-the-board base salary increase granted to employees represented by the Chino Police Managers Association (CPMA) shall be applied concurrently to the Unrepresented Sworn Management group; and

WHEREAS, it is the City Council's desire to revise this provision to ensure continued alignment and equity in total compensation by including other forms of compensation adjustments such as increases to deferred compensation contributions, uniform allowances, specialty pays, and other monetary benefits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Resolution No. 2025-089 and all prior compensation and benefits resolutions adopted by City Council are hereby rescinded and replaced by this Resolution 2025-092, which approves amended and restated compensation and benefits for Unrepresented Sworn Management Employees. In the event of conflict between this Resolution and any prior City Council resolution relating to the subject matter of this Resolution No. 2025-092, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution No. 2025-092 provides benefits in excess or is different from the benefits provided in any prior City Council resolution, the provisions of this Resolution shall control.

SECTION 3. The City Council hereby approves and adopts the amended and restated Compensation and Benefit Plan for Unrepresented Sworn Management Employees, which is attached hereto as Exhibit A.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 16th day of December, 2025.

_____

EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENT:

EXHIBIT A. Compensation and Benefit Plan for Unrepresented Sworn Management

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 16th day of December 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

Exhibit A

COMPENSATION AND BENEFIT PLAN
FOR UNREPRESENTED SWORN MANAGEMENT EMPLOYEES

UNREPRESENTED SWORN MANAGEMENT EMPLOYEES:

The Unrepresented Sworn Management Employee group (Employee or Employees) shall be comprised of the following classifications and positions employed by the City of Chino (City):

Chief of Police
Captain
Deputy Chief of Police

BASE COMPENSATION:

All Unrepresented Sworn Management Employees shall be provided an three percent (3%) cost-of-living adjustment wage increase (COLA) effective the beginning of the pay period that includes July 1, 2025, as reflected in the updated Classification Plan and Compensation Schedule set forth below:

Classification Title	Range		Base	Midpoint	Maximum
Captain	4020	Hourly	$ 88.81	$ 97.69	$ 106.56
		Monthly	$ 15,393.33	$ 16,933.17	$ 18,471.00
		Annually	$ 184,720.00	$ 203,198.00	$ 221,652.00
Chief of Police	1400	Hourly	$ 103.61	$ 121.74	$ 139.88
		Monthly	$ 17,959.08	$ 21,101.58	$ 24,246.17
		Annually	$ 215,509.00	$ 253,219.00	$ 290,954.00
Deputy Chief of Police	4000	Hourly	$ 93.24	$ 102.57	$ 111.90
		Monthly	$ 16,161.75	$ 17,778.83	$ 19,395.92
		Annually	$ 193,941.00	$ 213,346.00	$ 232,751.00

In the event the City authorizes or provides any general salary increase, cost-of-living adjustment (COLA), or other form of economic improvement (including, but not limited to, increases to deferred compensation contributions, uniform allowances, specialty pays, or other monetary benefits) for employees represented by the Chino Police Managers Association (CPMA), the same percentage or dollar-for-dollar improvement shall be applied concurrently to the Captain, Deputy Chief of Police, and Chief of Police, except that the Chief of Police shall maintain their City deferred compensation contribution of seven hundred dollars ($700) per month.

Any such salary or benefit adjustments shall be applied retroactively effective to the same date and under the same conditions as applied to CPMA.

DIRECT DEPOSIT:

All Employees will have funds directly deposited into an account they established for deposit of their payroll checks.

LONGEVITY PAY:

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.

- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

ACTING PAY:
The City will grant Acting after an Employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an Employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the Employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying Employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The Employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

ADDITIONAL DUTY PAY:
Afforded to an Employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An Employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Chief of Police (Captain & Deputy Chief of Police) or City Manager (Chief of Police).

ADDITIONAL LEAVE:
Deputy Chief of Police and Captain – In addition to Management Leave, affected Employees may be provided up to thirty (30) additional hours of leave, at the Police Chief's discretion, per fiscal year based on workload and hours worked. These hours will be cashed out if they are not used by the last pay period of the fiscal year.

ANNUAL PHYSICAL/WELLNESS:
Chief of Police – Up to one thousand, two hundred dollars ($1,200) may be provided to Employees for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the Employee's regular paychecks as earned.

Any Employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the Employee in the lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the Employee in lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next open enrollment period.

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified, immediate family member is provided.

A "qualified immediate family member" is defined as spouse, domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, sibling-in-law, daughter/son-in-law, grandparent, grandchild, or any other relative residing within the Employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The Employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

BILINGUAL PAY:
Employees are eligible to receive an allowance (paid over 24 pay periods) for verbal fluency in any language other than English, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine Employees' proficiency. Testing and its frequency are at the discretion of the City. An Employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Approval: To be eligible to take the City's competency examination, an Employee must be recommended by the Chief of Police (Approver). Eligibility for the opportunity to test for Bilingual Pay is solely at the Approver's discretion and is not subject to administrative appeal or challenge. The Approver will make their recommendation based on an assessment of the need for the Employee to use bilingual skills on-the-job. If an Employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the Approver that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the Employee with no right of appeal.

Chief of Police – Eligible to receive a one hundred and sixty dollar ($160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary, including sign language.

Deputy Chief of Police and Captain – Eligible to receive a two hundred and forty dollar ($240) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the Chief of Police deems necessary, including sign language.

COMPUTER LOAN PROGRAM:
Non-probationary Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

DEATH BENEFIT:
Chief of Police – Employee is provided with $250,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

Deputy Chief of Police and Captain – Employees are provided with $100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

In the event of an Employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the Employee would have been eligible for retirement using CalPERS definition, Sick Leave will be paid out to the Employee's beneficiary(ies) at 100% cash out of the Employees accrued Sick Leave on record.

In the event of an Employee death, and such death is defined by the Workers' Compensation system as an industrial death, the Employee's beneficiary(ies) will receive 100% cash-out of the Employee's accrued Sick Leave on record.

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all Employees, providing tax-deferred savings to serve as a retirement supplement. An Employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
Chief of Police – A contribution of seven hundred dollars ($700) per month is made into the City's selected plan, 401(a), for the Employee. Loans are permitted.

Deputy Chief of Police and Captain – A contribution of five hundred and ten dollars ($510) per month is made into the City's selected plan, 401(a), for each Employee. Loans are permitted.

"Catch-up" Provision
Pursuant to federal and state law, Employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an Employee's planned retirement date, the conversion of accrued Sick, Vacation, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave hours to cash contribution at the Employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an Employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the Employee, accumulated sick leave hours, and the Employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the Employee must be within three (3) years of his/her planned retirement date, have "457 Catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance Employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an Employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said Employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the Employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the Employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The Employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. "Catch-up" hours advanced will be added back to the Employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the Employee will select the amount of Vacation Leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The Employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The Employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the Employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Management Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The Employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an Employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave hours to contribute this additional amount.

Defined Contribution Plan - 401(A):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows Employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating Employee. An Employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Contributions to the deferred compensation plan will be discontinued while an Employee is receiving Workers' Compensation payments.

DISABILITY:
The City will pay all premiums for a Short/Long Term Disability Program and provide it to all full-time, non-probationary Employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the Employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the Employee's base salary. The entire benefit period will not exceed five (5) years.

DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS:
Chief of Police – The following Appeal procedure will be utilized by the Chief of Police for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to the Chief for appealing disciplinary action consisting of a Written Reprimand or less.

The Chief having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the Chief will be entitled to a non-evidentiary meeting with the City Manager. The purpose of this administrative appeal is to afford the Chief an opportunity to be heard by the City Manager as to why the Chief believes the discipline should be revoked or modified. The Chief may be heard verbally or in writing. The City Manager will have ten (10) workdays to respond to the Chief. If the City Manager does not respond within ten (10) workdays from the date of the administrative appeal to respond to the Employee, the original disciplinary action will be deemed unchanged.

The determination of the City Manager will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the City Manager.

Deputy Chief of Police and Captain – The following Appeal procedure will be utilized by sworn Employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This shall be the sole and exclusive procedure afforded to sworn Employees for appealing disciplinary action consisting of a Written Reprimand or less.

Any sworn Employee having received a disciplinary action consisting of a Written Reprimand or less shall be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) work days of the time the written or verbal reprimand is issued, the Employee shall be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the Employee an opportunity to be heard by the supervisor as to why the Employee believes the discipline should be revoked or modified. The Employee may be heard verbally or in writing. The supervisor shall have ten (10) workdays to respond to the Employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved Employee's satisfaction, within ten (10) workdays of the supervisor's response to the Employee's appeal, or ten (10) workdays after the time for the supervisor to respond has passed, the Employee shall then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal shall be to afford the Employee an opportunity to be heard by the Chief of Police as to why the Employee believes the discipline should be revoked or modified. The Employee may be heard verbally or in writing. The Chief of Police shall have ten (10) workdays to respond to the Employee. If the Chief of Police does not respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

The determination of the Chief of Police shall be final, binding and conclusive. There shall be no other administrative method to appeal the determination of the Chief of Police.

DISCIPLINARY APPEAL PROCEDURE CONSISTING OF MORE THAN A WRITTEN REPRIMAND:
The City Manager will no longer serve as the Hearing Officer.

EDUCATIONAL INCENTIVE PAY:
Deputy Chief of Police and Captain – Employees who have served two (2) consecutive years of full-time employment with the Chino Police Department are eligible to receive a one-time payment of his/her total annual base salary at the time the degree is awarded.

Degree	Percentage of Salary
Associate of Arts/Science	2-1/2%
Bachelor of Arts/Science	5%
Master of Arts/Science	7%

Employees are eligible to concurrently receive the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 – Flexible Benefits Spending Plan is available for Employee contributions in accordance with IRS regulations.

FLOATING HOLIDAY TIME:
See Holiday Pay below.

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays and two (2) five-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

HOLIDAY PAY:
Employees are credited with one hundred and twenty (120) Holiday and thirty five (35) Floating Holiday hours at the beginning of each fiscal year (prorated for new-hires following completion of six (6) months of full-time/continuous service). These positions have the option of converting Holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any Holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated Holiday time from one fiscal year to another. Any unused Holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last pay day of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused Holiday time.

Upon written request to the City's Finance Department, payment of Holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash out.

Except for retiring from the City, Holiday Leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

JURY DUTY:
It is the policy of the City that no Employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected Employee.

For all jury service, Employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

LIFE INSURANCE:
See Death Benefit section.

LUNCH (PAID):
Chief of Police, Deputy Chief of Police, and Captain – Employees receive a one (1) hour paid lunch period included in their 10-hour workday.

MANAGEMENT LEAVE:
Chief of Police – Employee is provided with ninety (90) Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal year to the next. Newly hired management Employees or current Employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to seventy (70) hours of Management Leave per fiscal year at their

current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to seventy (70) hours maximum. Any remaining Management Leave at that time will be removed from the Employee's leave bank.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Deputy Chief of Police and Captain – Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management Employees or current Employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum. See also Additional Leave.

Up to an additional sixty (60) hours of Management Leave may be granted by the Chief of Police with a corresponding ability to cash out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for Employees retiring from the City, Employees resigning/separating from employment will have Management Leave credited on a prorated basis, and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the Employee's final check(s), or in the event that sufficient funds are not available, the Employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

MEDICARE CONTRIBUTION:
Chief of Police – The City will pay the cost of the Employee portion of the Medicare Tax.

MILEAGE REIMBURSEMENT:
Deputy Chief of Police and Captain – The City agrees to reimburse Employees authorized by the Chief of Police for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an Employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the Employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

MILITARY LEAVE:
Under certain conditions, Employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost-of-living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
An Employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in his/her Personnel File. If the affected Employee, or the affected Employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

PHYSICAL FITNESS PROGRAM (VOLUNTARY):
Employees shall receive 1-30 hours of pay respectively per fiscal year for demonstration of physical fitness.

The City and the Employee agree and acknowledge that participation in this program is not an implied or express requirement of employment. The City will not be liable for the payment of workers' compensation benefits for any injuries arising from participation in the program or from training/preparation, which any Employee undertakes for participation in the program. Each Employee participating in the program is required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

> "Participation by Employees of the City of Chino in the volunteer physical fitness program and in training/preparation for participation in the program, is strictly voluntary. No City Employee is expected to participate in the program, and participation is not a part of any City Employee's work-related duties. The City shall not be liable for the payment of workers' compensation benefits for any injury which arises from participation in the volunteer physical fitness program, or from training/preparation for participation in the program.
>
> I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers' Compensation claim which is related in any way to my participation, training, or preparation for the program.
>
> Dated:
> Signature of Employee"

The CPOA and CPMA Association Board Members will determine test dates for the Voluntary Physical Fitness Program and testing will take place over a period of time not to exceed three (3) three months from the date of the first test to the date of the final test. Sworn Employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the Program with benefits equal to two (2) years of credit.

P.O.S.T. CERTIFICATE PAY:

Chief of Police – Eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary; and
Executive P.O.S.T. Certificate	1% of monthly base salary

Deputy Chief of Police and Captain – Employees are eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Intermediate P.O.S.T. Certificate	6% of monthly base salary; or
Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary

Qualified Employees eligible to receive P.O.S.T. Certificate Pay will receive compensation paid over the normal twenty-six (26) pay periods each fiscal year.

Deputy Chief of Police and Captain – Employees will be eligible to concurrently receive the one-time Educational Incentive Pay (equal to that provided to the Chino Police Association in Resolution 85-54) while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:

Each fiscal year, the City shall reimburse the Chief of Police for dues and related meeting attendance meals for one (1) of the following organizations:

- Chino Valley Lions Club
- Rotary Club of Chino Valley
- Kiwanis Club of Chino
- Soroptimists Chino Valley

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *The Chief of Police is not eligible for this benefit. In addition, any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of Employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". To receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

REHIRE POLICY:
Any Employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would serve and shall be subject to all terms and conditions of employment applicable to any newly hired Employee. The only exception shall be that any Employee rehired shall have their leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for will be reinstated.

RETIREMENT:
The City has a three-tier retirement benefit as follows:
Plan for sworn personnel:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 3% at age 50 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011, will be enrolled in the 3% at age 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2.7% at age 57 (PEPRA) Plan, with a 3-year average final compensation.

Member contributions:
Members will contribute the Employee rate of contributions each payroll. All Employee-paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS section 414 (h) (2) and CalPERS guidelines:

A. 3% at age 50, if hired before October 16, 2011:
    1) Employee contribution rate – 9% of reportable compensation.
B. 3% at age 55, if hired on or after October 16, 2011:
    1) Employee contribution rate – 9% of reportable compensation.
C. 2.7% at age 57 (PEPRA), if entering CalPERS membership on or after January 1, 2013:
    1) Employee contribution rate – 13% of reportable compensation (subject to change).

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
A Retirement Health Savings Plan is established in accordance with IRS regulations.

- Employee contributes 1% of base earnings each pay period. Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave will be deposited to the Employee's RHS plan.
- City will contribute three hundred dollars ($300) per month, deposited on a twenty-four (24) pay period cycle.

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an Employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an Employee by the City, the Employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the Employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the Employee. A meeting may be requested by the Employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the Employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the Employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the Employee's final pay. If the amount owed is greater than the Employee's final pay, the City may initiate a collections process against the Employee.

C. Underpayments

1. In situations involving underpayment to an Employee by the City, the Employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

SEPARATION FROM CITY:

Chief of Police – At the discretion and approval of the City Manager, Employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the Employee actually reports to work.

Deputy Chief of Police and Captain – At the discretion and approval of the Chief of Police, Employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the Employee actually reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

Leave time is defined as vacation, holiday, or management. Sick leave usage will be allowed under the terms of Sick Leave, and those provisions must be followed for any sick leave usage to be allowed.

SEVERANCE:
Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement, pay to the Employee severance in the amount equal to six (6) months of their base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

SICK LEAVE:
Upon hire, Employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the Employee is paid for more than two-thirds (2/3) of the working days in such month, Employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an Employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the Employee will be subject to the new bargaining group's MOU or Compensation and Benefit Plan.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor's note or certification. If documentation is not received, the Employee will not receive payment for any Sick Leave hours for time missed from work.

SICK LEAVE BUY BACK:
At separation of employment the City will buy back a percentage of the Employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the Employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

SICK LEAVE CONVERSION TO COMPENSATION:
Chief of Police – Who has accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

SICK LEAVE CONVERSION TO PERSONAL LEAVE:
For Employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

SPECIAL COMPENSATION PAYMENT SCHEDULE:
Employees eligible to receive special compensation benefits which are a percentage of base pay, such as P.O.S.T. Certificate Pay, will receive compensation paid over twenty-six (26) pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over twenty-four (24) pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employees' Retirement System.

SUPPLEMENTAL CONTRIBUTION FOR RETIREES:
Employees separating from City employment as a result of a non-disputed disability or service retirement after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City service shall receive a monthly supplemental contribution equal to fifteen dollars ($15) per month multiplied by the number of years of service from time of retirement and shall continue until death of the retiree. (For example, an Employee retiring after 15 years of required continuous service shall receive a City-funded supplemental contribution in the amount of $225 per month.) However, if the retiree dies after receipt of this benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefits payments totals a complete fifteen (15) years from the date that the payments commenced. For example, if the eligible retiree should die after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse shall continue to receive the benefit for a remaining 5 years. No benefit shall be provided to any other beneficiary with the exception of what is noted here after the member's death. A

disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety shall apply only to Employees employed as of June 30, 1998. Thereafter, no future Employees in this position classification shall qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

TUITION ADVANCE PROGRAM:
Full-time, non-probationary Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any Employee's educational expenses.

The non-probationary status requirement does not pertain to those Employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected Employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the Employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the Employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the Employee). In the event that the educational institution attended does not provide the Employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the Employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an Employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from

the Employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

TUITION REIMBURSEMENT – ENHANCED PROGRAM:
Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of Employees making an application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual Employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

UNIFORM CLOTHING/CLEANING ALLOWANCE:
The City shall provide to affected Employees a clothing/cleaning allowance of one thousand two hundred dollars ($1,200) per year. Affected Employees shall receive payment for their total clothing/cleaning allowance one time per year. This payment shall be in a check separate from the Employee's regular paycheck and shall be provided at the time of distribution on the second payroll check in August of each year. Upon appointment/promotion to a non-eligible position classification or separation from employment prior to the end of a fiscal year, the Employee shall be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the Employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each Employee.

VACATION LEAVE:
Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the Employee's then existing hourly rate of pay. New Employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of Employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation Leave will be taken at a time approved by the Chief of Police with due regard for the wishes of the Employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, Employees must submit vacation requests to their supervisor at least seven

(7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the Chief of Police. In the event that one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Chief of Police and notification to the Finance Department to affect this temporary exception.

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation leave, to a maximum of four hundred (400) hours, will be paid at the Employee's existing base rate of pay. New Employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

VACATION LEAVE CONVERSION:
Chief of Police – May convert a maximum of one hundred and twenty (120) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the Employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

Deputy Chief of Police and Captain – Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the Employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

VEHICLE ALLOWANCE:
Chief of Police – Employee is provided with a vehicle. The City pays all expenses related to the operation of the vehicle.

WORKERS' COMPENSATION PROGRAM:
Whenever any Employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the Employee will be compensated as follows: On the first, second, and third day of the injury Employees will use accrued Sick, Vacation, Floating Holiday, and/or Management Leave for full salary continuance. Thereafter, the Employee will receive 100% salary plus full benefits continuation for a period of one (1) year.

WORKERS' COMPENSATION PREMIUM PAYMENT:
In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.

- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured Employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured Employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an Employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

SAVINGS CLAUSE:
Should any clause in this Compensation and Benefit Plan be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Compensation and Benefit Plan will remain in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:
All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the Employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

IMPLEMENTATION:
These compensation and benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **TERRY DOYLE, DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT**

SUBJECT

Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance.

RECOMMENDATION

Adopt Resolution No. 2025-093 approving a Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning
- Integrity and Accountability

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City was contacted by the California Public Employees' Retirement System (CalPERS) to verify pay rates and special compensation for a retired City employee, specifically related to the Uniform Allowance benefit. As part of the verification process, CalPERS requested a copy of the Memorandum of Understanding (MOU) between the City and Teamsters Local 1932 Professional, Technical and Clerical Unit (Teamsters PTC Unit) that was in effect during Fiscal Year 2023–2024.

Upon review, it was discovered that language related to CalPERS uniform reporting guidelines had been inadvertently omitted from the MOU covering the period of July 1, 2023, through June 30, 2025. Despite the omission, the City confirmed that the practice of reporting the monetary value associated with providing and maintaining required employee uniforms to CalPERS has remained consistent and unchanged.

ISSUES/ANALYSIS

To ensure compliance with CalPERS reporting requirements and align with the City's established compensation reporting practices, the City and representatives from the Teamsters PTC Unit met and reached a Tentative Agreement that reinstates the uniform reporting language retroactively to July 1, 2023.

The Tentative Agreement has been ratified by both parties. However, in accordance with CalPERS guidelines, formal approval by the City Council is required. The uniform reporting language has also been included in the Teamsters PTC Unit's successor MOU, covering the period of July 1, 2025, through June 30, 2027, and was approved by the City Council on September 16, 2025.

There is no fiscal impact associated with this Tentative Agreement, as it reflects an existing and ongoing practice rather than a new or expanded benefit.

Attachment: Resolution No. 2025-093 Tentative Agreement between the City of Chino and Teamsters PTC Unit

RESOLUTION NO. 2025-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING A TENTATIVE AGREEMENT BETWEEN THE CITY OF CHINO AND TEAMSTERS LOCAL 1932 PROFESSIONAL, TECHNICAL AND CLERICAL UNIT REGARDING UNIFORM ALLOWANCE

WHEREAS, the City of Chino ("Chino") and Teamsters Local 1932 Professional, Technical and Clerical Unit ("Teamsters PTC Unit") are parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2023 through June 30, 2025; and

WHEREAS, the California Public Employees' Retirement System ("CalPERS") contacted the City to verify pay rates and special compensation for a retired City employee, specifically related to the Uniform Allowance benefit; and

WHEREAS, during this review, it was discovered that language related to CalPERS uniform reporting guidelines had been inadvertently omitted from the MOU; and

WHEREAS, the City confirmed that the practice of reporting the monetary value associated with providing and maintaining required employee uniforms to CalPERS has remained consistent and unchanged; and

WHEREAS, to ensure compliance with CalPERS reporting requirements and align with the City's established compensation reporting practices, the City and Teamsters PTC Unit have met and reached a Tentative Agreement to reinstate the uniform reporting language retroactively to July 1, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts the Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance, attached hereto as Exhibit A.

SECTION 2. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 16h day of December, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:
EXHIBIT A. Tentative Agreement between representatives of the City of Chino, California, and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 16th day of December 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

TENTATIVE AGREEMENT
BETWEEN THE CITY OF CHINO AND THE TEAMSTERS LOCAL 1932 PROFESSIONAL, TECHNICAL AND CLERICAL UNIT REGARDING UNIFORM ALLOWANCE

The current Memorandum of Understanding ("MOU") between the City of Chino ("City") and the Teamsters Local 1932 Professional, Technical and Clerical Unit ("Teamsters PTC"), adopted by City Council Resolution No. 2023-051 covering the period of July 1, 2023 through June 30, 2025, expired on June 30, 2025. The parties continue to negotiate a successor MOU. In the meantime, the City and Teamsters PTC have reached a separate tentative agreement addressing California Public Employees' Retirement System (CalPERS) reporting issues for the uniform allowance benefit currently covered by the MOU that they seek to implement immediately and eventually incorporate in any successor MOU.

By way of background, the City was contacted by CalPERS via email on or about April 28, 2025 to verify the pay rates and special compensation for a retiree of the City regarding the employee's Uniform Allowance benefit. CalPERS requested a copy of the MOU between the City and Teamsters PTC for the period covering FY 2023-24. Upon review of the MOU between the City and Teamsters PTC, which covers this period, it was discovered the language pertaining to pre-existing Uniform Allowance benefit was inadvertently removed from the Teamsters PTC MOU 2023-25. The City verified the past and still current practice is to report to CalPERS the monetary value associated with providing and maintaining required employee uniforms.

The City and Teamsters PTC informally met, discussed and agreed to a Tentative Agreement to amend the Teamsters PTC MOU 2023-25 to include the pre-existing language covering Uniform Allowance benefit and to meet CalPERS requirements for same. However, the MOU has since expired and cannot be amended after expiration. Accordingly, the parties intend by this written Tentative Agreement for all parties to ratify the past and current practice regarding the Uniform Allowance benefit for the designated Teamsters PTC represented employee classifications and have the City Council approve, adopt and make effective same per the terms of this Tentative Agreement.

The Tentative Agreement shall include the adoption of the following written benefit ratified back to July 1, 2023, which will also be added to the successor Teamsters PTC MOU when eventually drafted and adopted, as follows:

> **Article 47. UNIFORMS FOR CODE COMPLIANCE INSPECTORS, BUILDING INSPECTORS, PUBLIC WORKS INSPECTORS, COMMUNITY SERVICES STAFF AND STOREKEEPER**
>
> The City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The uniform allowance reported will be derived from the City's total calendar year costs for providing and maintaining the employees' uniforms, not to exceed $1,000 per fiscal year per employee, and will be reported on a bi-weekly basis.

This Tentative Agreement represents all terms negotiated and agreed upon by the parties related to the payment of Uniform Allowance. All parties understand and acknowledge that there are no other agreements between them (oral, implied or written), other than as written here or as contained in the continuing terms and conditions of employment set forth in the Teamsters PTC 2023-25 MOU between the Association and the City.

TENTATIVE AGREEMENT
BETWEEN THE CITY OF CHINO AND THE TEAMSTERS LOCAL 1932 PROFESSIONAL, TECHNICAL AND CLERICAL UNIT REGARDING UNIFORM ALLOWANCE

IT IS SO AGREED:

City of Chino

Terry Doyle

By: Terry Doyle, Director of HR/RM

9-18-2025

Date

Teamsters Local 1932 Professional, Technical and Clerical Unit

By: Andrew Coleman, Business Agent

9/17/2025

Date

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Final Acceptance of Public Improvements for Tract Map No. 20170 Richland Homes of Maryland, Inc.

RECOMMENDATION

1) Accept public improvements as complete for Tract Map No. 20170; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds included in the City's Operating Budget to support the ongoing maintenance activities related to the public improvements being accepted.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On August 5, 2019, the Planning Commission approved Chino Preserve Development Corporation's applications for PL18-0010 (Master Site Approval) and PL18-0011 (Tentative Tract Map No. 20161), an "A" level subdivision for conveyance purposes and the master plan authorizing up to 494 residential units (the Van Vliet Project). An "A" level subdivision functions as the master-level map for a project, establishing the overall planning areas, circulation network, and development framework, and allowing future "B" level tentative tract maps to be processed consistent with the approved master plan. The Van Vliet Project is generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue (Exhibit A).

Tract Map No. 20161 created ten numbered lots and eight lettered lots to establish the planning areas and support seven future "B" level tentative tract maps. As part of the Van Vliet approvals, Tentative Tract Maps 20169, 20170, 20171, 20172, and 20270 were subsequently approved to allow development by guest homebuilders.

Richmond American Homes of Maryland, Inc. purchased Tract No. 20170, a "B" level map authorizing development of 80 detached condominium units on approximately 7.10 adjusted gross acres.

The Engineering Conditions of Approval ("COA") for Tract Map No. 20170 required the developer to design and construct certain public improvements on Meridian St, between Meadowhouse Ave and Osprey St and Paddock Ave, between Botany St and Meridian St, including, but not limited to, sidewalk, curb ramps, asphalt concrete overlay, streetlights, parkway landscaping, signing and striping, sewer and domestic water improvements. To secure these obligations, the developer executed a Subdivision Improvement Agreement and posted the required securities, which the City Council approved on December 15, 2020 (Exhibit B). All costs associated with the design and construction of the required improvements were fully borne by the applicant; therefore, there is no direct fiscal impact to the City.

Tract Map No. 20170 is included in the Settlement Agreement approved by the City Council on November 15, 2022. This tract falls under Category C, which applies to parcels approved on or after January 1, 2017. Under Category C, the developer must comply with the City's ADA Policy on Pedestrian Facilities (adopted December 3, 2019) per the settlement agreement and the ADA Policy at that time. When all improvements are properly constructed and meet ADA requirements, the City Council will accept them as complete.

The public improvements for this project were completed in accordance with the approved plans and to the satisfaction of Public Works staff. The project reached substantial completion in September 2024. Between October 2024 and October 2025, the contractor and project manager coordinated with the City's project engineer to address various administrative items included in the final punch list to close out the project file, including as-built drawings, grading certificate, compaction report, CAD/GIS files, and backflow certification. All outstanding punch list items have since been completed to the City's satisfaction.

ISSUES/ANALYSIS

The public improvements being accepted by the City of Chino, as described above, are included as shown on Exhibit C. The public improvements completed have been constructed in compliance with the City's standards/specifications, including accessibility requirements, and to the satisfaction of the Public Works Inspector. All public improvements that were part of the COA for this project were fully funded by the developer.

Security for a one-year warranty period has been submitted to the City. Under the warranty bond obligation, the developer will correct any defects found within one year of the City Council's acceptance of the Project. Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain. The following maintenance obligations will commence following acceptance of the public improvements:

Domestic Water:	By the City
Public Sewer:	By the City
Public Street Sweeping:	By the City
Public Streetlights:	By the PMMC

Attachments: Exhibit A - Vicinity Map
Exhibit B - Subdivision Improvement Agreement
Exhibit C - Public Improvements Atlas

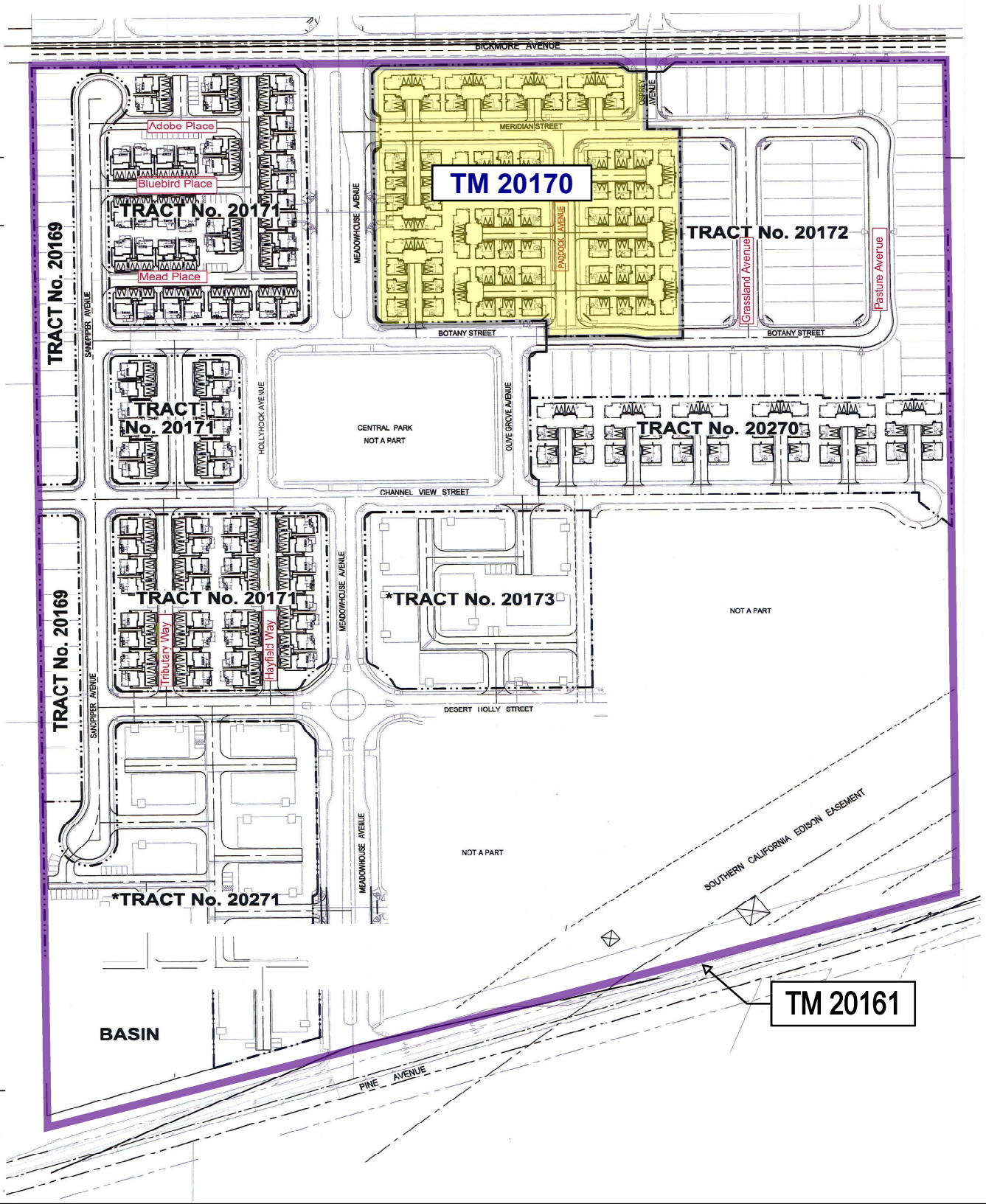

Exhibit A - Vicinity Map

TM 20170

City of Chino

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

Agreement Date: December 15, 2020

Subdivider Name: Richmond American Homes of Maryland, Inc.

Subdivision Description:

On August 5, 2019, the Planning Commission approved Lewis Management Corporation's (LMC) application for PL18-0010 (Master Site Approval) and PL18-0011 (Tentative Tract Map No. 20161), an "A" level subdivision for conveyance purposes and master plan for the development of up to 494 residential units (Van Vliet project). This project is generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue.

Tract Map No. 20161 created ten numbered lots and eight lettered lots for the Van Vliet project site. The numbered lots establish parcels for the nine planning areas and seven "B" level tentative tract maps to allow for the development by future guest homebuilders. The following "B" level Tentative Tract Maps 20169, 20170, 20171, 20172 and 20270 were approved with the Van Vliet project.

Richmond American Homes of Maryland, Inc. recently purchased Tract No. 20170 from LMC, which is a "B" level tract map for development of detached condominiums comprised of 80 residential units on 7.10 adjusted gross acres.

Tentative Map No.: 20170

Estimated Total Cost of Improvements: $1,025,800.00

Estimated Total Cost of Monumentation: $12,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: SUR0063674

Surety: Argonaut Insurance Company

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Chris Magdosku City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 cmagdosku@cityofchino.org	Richmond American Homes of Maryland, Inc. Rola Nicasio Sr. Project Manager 949.279.0398 Rola.Nicasio@mdch.com
CITY PROJECT INSPECTOR	**SURETY**
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 rhernandez@cityofchino.org	Argonaut Insurance Company

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 15th day of December, 2020, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland Corporation (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative Tract Map No. 20170**, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 20170 for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $1,025,800.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 20170 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section

1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all

neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and

subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,025,800.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $512,900.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $12,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $102,600.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill

or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider's failure to timely complete construction of the Works of Improvement;

(c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances,

plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map,

unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation

or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its

Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

N. Liguori

Nicholas S. Liguori, AICP
Director of Development Services

RICHMOND AMERICAN HOMES OF MARYLAND, INC.:

By: 12/16/20
(Signature and Date)

Name: Sondra Harris
(Please type or print name)

Title: VP
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: 1.6.21

ATTEST:

By
Angela Robles, City Clerk

Dated: 1-6-2021

01225.0006/366470.2

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

DocuSigned by:
Fred Galante
7D9E5E4F6D9E405...
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

N. Liguori
Nicholas S. Liguori, AICP
Director of Development Services

RICHMOND AMERICAN HOMES OF MARYLAND, INC.:

By: _____ 12/16/20
(Signature and Date)

Name: Sondra Harris
(Please type or print name)

Title: VP
(Please type or print title)

CITY OF CHINO

_____
Matthew Ballantyne, City Manager

Dated: _____

ATTEST:

By _____
Angela Robles, City Clerk

Dated: _____

01225.0006/366470.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On December 16, 2020, before me, T Ris, Notary Public, personally appeared Sondra Harris, 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)

T. RIS
Notary Public – California
Orange County
Commission # 2195522
My Comm. Expires May 5, 2021

(Affix Seal)

EXHIBIT "A"

PL18-0010 (Master Site Approval), PL18-0011 (Tentative Tract Map No. 20161), PL18-0092 (TTM 20169), PL18-0093 (TTM 20170), PL18-0094 (TTM 20171), PL18-0095 (TTM 20172) and PL19-0038 (TTM 20270)

LOCATION MAP

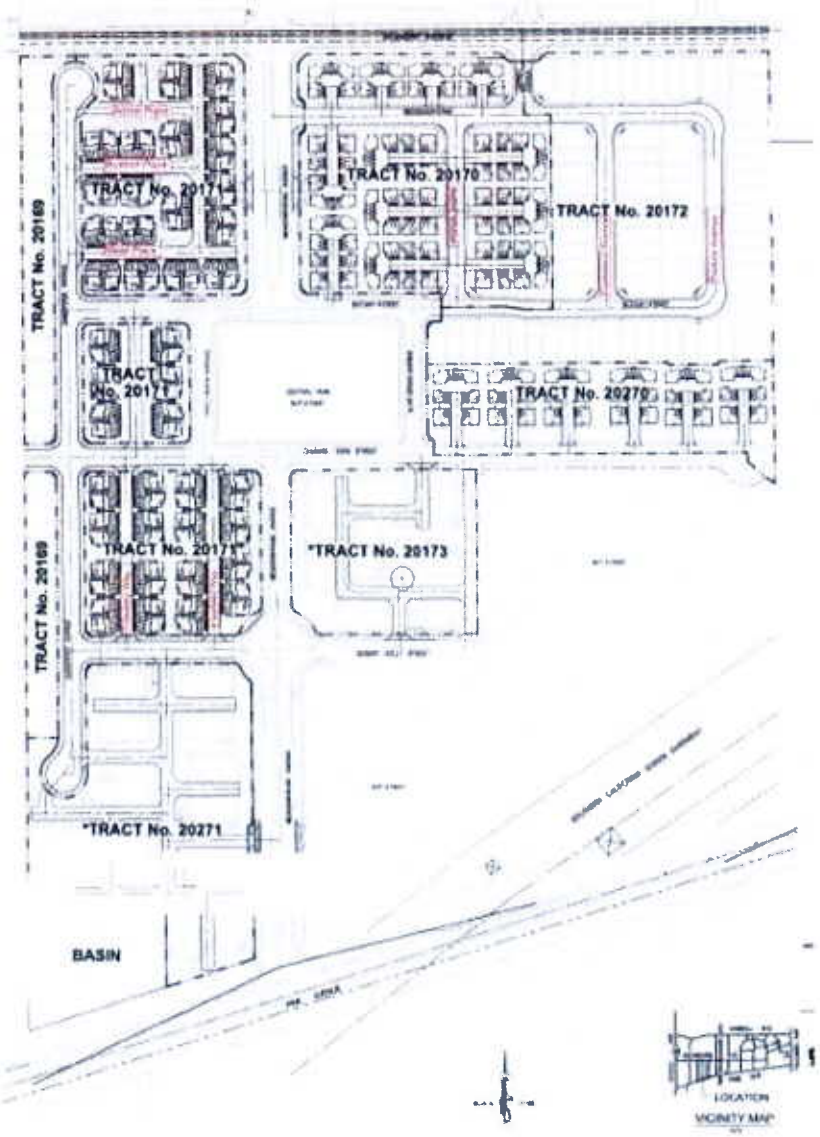

EXHIBIT "B"

TRACT MAP NO. 20170 WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	LS	Traffic Control (5% of construction cost)	5%	$ 13,198.03
	LS	Clear & Grub Site (5% of construction cost)	5%	$ 13,198.03
4	EA	Remove Riser Pipe	$ 100.00	$ 400.00
30	CY	Concrete Removal	$ 300.00	$ 9,000.00
35	CY	AC Pavement Removal	$ 100.00	$ 3,500.00
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 13,198.03
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade	$ 1.00	$ -
980	LF	PCC 6" Curb & 24" Gutter	$ 21.00	$ 20,580.00
157	LF	Transition Curb 6" to 8"	$ 20.00	$ 3,140.00
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter	$ 11.00	$ -
6295	SF	4" PCC Sidewalk	$ 5.80	$ 36,511.00
2310	SF	Modified 6" PCC Thick Drive Approach	$ 7.40	$ 17,094.00
	SF	8" PCC Thick Drive Approach	$ 9.00	$ -
1	EA	Remove Existring Roadway Barrier	$ 100.00	$ 100.00
4	EA	Local Depression	$ 500.00	$ 2,000.00
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.05	$ -
	TON	AC Variable - <300T	$ 90.00	$ -
842	TON	AC Variable - >300T	$ 80.00	$ 67,383.92

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	TON	CAB Variable - <300T	$ 75.00	$ -
850	TON	CAB Variable - >300T	$ 65.00	$ 55,250.00
8	EA	Adjust Sewer Manhole to Grade	$ 665.00	$ 5,320.00
	LS	Mobilization	5%	$ 13,198.03
	EA	Adjust Sewer Cleanout to Grade	$ 350.00	$ -
8	EA	Adjust Water Valve to Grade	$ 265.00	$ 2,120.00
	EA	Street Light (City Owner)	$ 6,700.00	$ -
	EA	Lot Monument Setting Fee	$ 550.00	$ -
266	LF	Sawcut & Remove A.C.	$ 3.00	$ 798.00
86	LF	Sawcut Concrete	$ 3.00	$ 258.00
1806	SF	Cold Plane A.C (5 foot wide) and overlay (2 foot wide)	$ 0.28	$ 505.68
	LF	Signing & Striping for		
		Arterial	$ 19.00	$ -
		Collector	$ 13.00	$ -
		Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 250,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 50,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 10.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 400,000.00	$ -
	SF	Track Crossing (Concrete)	$ 150.00	$ -
	SF	Approach	$ 2.25	$ -
10	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 40,000.00
	EA	Traffic Signal Loops	$ 400.00	$ -
		STREET SUBTOTAL		$ 316,752.72

PROJECT ADDITIVES		***Project Contingencies***	10%	$ ***31,675.27***
		Construction Staking	3%	$ ***9,502.58***
		Soils Testing	1%	$ ***3,167.53***
		Material Testing	1%	$ ***3,167.53***
		Construction Inspection	2%	$ ***6,335.05***
		Contract Administration	1%	$ ***3,167.53***

GRAND TOTAL STREETS ONLY	$	**373,768.20**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ 17,928.75
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
693	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 75.00	$ 51,975.00
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
3	EA	8" Butterfly Gate Valve	$ 2,000.00	$ 6,000.00
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,500.00	$ -
4	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 30,000.00
3	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ 13,500.00
1	EA	1" Air Relief Assembly	$ 4,500.00	$ 4,500.00
72	EA	1" Water Service/Meter	$ 3,500.00	$ 252,000.00
	EA	2" Water Service/Meter	$ 4,500.00	$ -
2	EA	Remove End Plug	$ 100.00	$ 200.00
1	EA	8 x 8 x 8 DI Tee	$ 400.00	$ 400.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
		WATER SUBTOTAL		$ 376,503.75

PROJECT ADDITIVES		*Project Contingencies*	10%	$	*37,650.38*
		Construction Staking	3%	$	*11,295.11*
		Soils Testing	1%	$	*3,765.04*
		Material Testing	1%	$	*3,765.04*
		Construction Inspection	2%	$	*7,530.08*
		Contract Administration	1%	$	*3,765.04*

GRAND TOTAL WATER ONLY	$	444,274.43

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 75.00	$ -
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
	EA	8" Gate Valve	$ 2,000.00	$ -
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,800.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -
PROJECT ADDITIVES		*Project Contingencies*	10%	$ -
		Construction Staking	3%	$ -
		Soils Testing	1%	$ -
		Material Testing	1%	$ -
		Construction Inspection	2%	$ -
		Contract Administration	1%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LS	Traffic Control (5% of Construction cost)	5%	$ 7,163.60
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 55.00	$ -
398	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ 23,880.00
626	LF	8" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 92.00	$ 57,592.00
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 110.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 140.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 170.00	$ -
	EA	Sewer Saddle	$ 450.00	$ -
	EA	Wyes 4" x 8" Typical	$ 225.00	$ -
8	EA	48" Sewer Manhole	$ 5,000.00	$ 40,000.00
	EA	60" Sewer Manhole	$ 6,400.00	$ -
12	EA	Sewer Cleanout	$ 1,800.00	$ 21,600.00
2	EA	Remove Existing Plug	$ 100.00	$ 200.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
		SEWER SUBTOTAL		$ 150,435.60

PROJECT ADDITIVES		*Project Contingencies*	10%	$ *15,043.56*
		Construction Staking	3%	$ *4,513.07*
		Soils Testing	1%	$ *1,504.36*
		Material Testing	1%	$ *1,504.36*
		Construction Inspection	2%	$ *3,008.71*
		Contract Administration	1%	$ *1,504.36*

GRAND TOTAL SEWER ONLY	$ 177,514.01

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LS	Traffic Control (5% of Construction Cost)	5%	$ 1,220.00
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 5,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 4,400.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 2,500.00	$ -
	EA	Outlet Structure	$ 5,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 5,500.00	$ -
4	EA	Catch Basin 7' Width/L.D.	$ 6,100.00	$ 24,400.00
	EA	Catch Basin 10' Width/L.D.	$ 7,000.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 8,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 10,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 130.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 160.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 190.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 275.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 300.00	$ -
	LF	51 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 325.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 350.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	63 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 370.00	$ -
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 400.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 460.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 470.00	$ -
	LF	81 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 490.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 510.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 540.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 570.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 610.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 640.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 680.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,620.00

PROJECT ADDITIVES		*Project Contingencies*	10%	$	*2,562.00*
		Construction Staking	3%	$	*768.60*
		Soils Testing	1%	$	*256.20*
		Material Testing	1%	$	*256.20*
		Construction Inspection	2%	$	*512.40*
		Contract Administration	1%	$	*256.20*

GRAND TOTAL STORM DRAIN ONLY	$	30,231.60

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 20170 (PUBLIC CE)

LOCATION : Meridian Street/ "A" Street

By: Proactive Engineering Consultants

DATE: 10/8/2019, Revised 1/9/2020, Revised 3/3/2020, Revised 6/2/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		ENGINEER'S ESTIMATE GRAND TOTAL		$ 1,025,788.24

BY ENGINEER

Prepared By: Thomas E. Braun

R.C.E. Number: 41817

Expiration: 3/31/2022

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. BRAUN
C-41817
CIVIL
STATE OF CALIFORNIA

Place R.C.E. Stamp Here

BY CITY

Faithful Performance Bond (100% of Construction Cost)	$ 1,025,800.00
Labor & material Bond (50% of Construction Cost)	$ 512,900.00
Warranty Bond (10% of Construction Cost)	$ 102,600.00

NL		CM		DSH	X
MB		IA		MK	X
GP					

E-Mail Sent:
To: M. Staar

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL
TRACT MAP NO's. 20169, 20170, 20171, 20172, 20270

DATE: 7/31/19 PC MEETING DATE: 8/5/19

PROJECT DESCRIPTION: MD Residential Development on 44.13 Gross Acres

PROJECT LOCATION: N/o Pine, S/o Bickmore, W/o Rincon Meadows, and E/o Mayhew

APPLICANT: Lewis Management Corp. PROJECT ENGINEER: M. Khudadatov

PRIOR TO THE FOUR MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

THIS PROJECT SHALL ALSO COMPLY WITH THE APPLICABLE DEVELOPMENT ENGINEERING CONDITIONS OF APPROVAL FOR TM 20161 (ATTACHED), SUBJECT TO PLANNING COMMISSION REVIEW & APPROVAL ON AUGUST 5, 2019.

1.0 PRIOR TO MAP RECORDATION:

1.1 Make the following dedications:

Street Name	Distance	Direction From C/L
Botany St[1,5]	30', 30'	N, S
Meridian St[2,5,6]	30', 30'	N, S
A St[3,4]	30', 30'	W, E
Crane Ave[3,5]	30', 30'	W, E
Tradewinds Ave[3,5]	30', 30'	W, E

1. From existing Botany St terminus point to Tradewinds Ave.
2. From Meadowhouse Ave to Tradewinds Ave.
3. From Meridian St to Botany St.
4. Dedication is linked to TM 20170.
5. Dedication is linked to TM 20172.

1.2 Provide necessary utility easements with back-up information, to the satisfaction of the City Engineer.

1.3 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

1.4 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.3. All security must be accessible to the City at any time and in a form acceptable to the Director of Development Services, pursuant to Government Code, Section 66499.

1.5 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.6 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.

1.7 Comply with all applicable requirements of the City Code.

1.8 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.

1.9 Comply with all requirements of The Preserve Specific Plan, including but not limited to those indicated in these conditions.

2.0 PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS FOR THE SUBDIVISION:

2.1 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.2 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.3 Design per City Standards full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names							
	Meridian St[2,4]		Botany St[1,4,5]		"A" St[3]		Crane Ave[3]	
	N	S	N	S	W	E	W	E
Curb & Gutter (Offset from Centerline)	18'	18'	18'	18'	18'	18'	18'	18'
Sidewalk (Width)	5'	5'	5'	5'	5'	5'	5'	5'
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Full Width		Full Width		Full Width	
Asphalt Concrete Overlay								
Street Lights	X		X		X		X	
Median Island and Landscaping								
Parkway Landscaping	X		X		X		X	
Striping and Traffic Controls	X		X		X		X	
Traffic Signal Interconnect								
Conduit System for CATV								
Sewer	X		X		X		X	

Storm Drain	X	X	X	X
Domestic Water	X	X	X	X
Recycled Water	X	X	X	X
Fire Hydrants as required by CVIFD	X	X	X	X
Other _____				

	Street Names			
	Tradewinds Ave[3,4]	24' Alley[6]	26' Alley[6]	
	W E			
Curb & Gutter (Offset from Centerline)	18' 18'	12'(Both Sides)	13'(Both Sides)	
Sidewalk (Width)	5' 5'	n/a	n/a	
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width	Full Width	Full Width	
Asphalt Concrete Overlay				
Street Lights	X			
Median Island and Landscaping				
Parkway Landscaping	X			
Striping and Traffic Controls	X	X	X	
Traffic Signal Interconnect				
Conduit System for CATV				
Sewer	X	X[7]	X[7]	
Storm Drain	X	X[8]	X[8]	
Domestic Water	X	X[10]	X[9]	
Recycled Water	X			
Fire Hydrants as required by CVIFD	X		X	
Other _____				

1. From existing Botany St terminus point to Tradewinds Ave.
2. From Meadowhouse Ave to Tradewinds Ave.
3. From Meridian St to Botany St.
4. Construct knuckle conforming to City standards.
5. Join existing Botany St. terminus point.
6. No parking permitted.
7. The sewer mains & laterals located in the private alleys are private, but are to be built to City standards. The sewer mains located within the private drives are the responsibility of the HOA. The sewer laterals located within the private drives are the responsibility of the HOA and/or homeowner as outlined in the CC&R's.
8. The storm drain system located in the private alley is private, but is to be built to City standards. The storm drain laterals that are located within the private drives are the responsibility of the HOA as outlined in the CC&R's.
9. The water mains, laterals and meters located in the private alleys shall be public, and a PUE shall be established.
10. No water mains shall be permitted in 24' wide alleys.

2.4 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, in accordance with City Code, Chapter 13.32.

2.5 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated

with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

2.6 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.7 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.8 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed per City Standard No. 465.

2.9 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

2.10 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.

2.11 Provide adequate sight distance per City Standard No. 865 for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

2.12 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.13 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals until such time the improvements are accepted by the City.

2.14 The owner is responsible for the continued operation and maintenance of perimeter and interior street lights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to annex the properties into the Preserve Master Maintenance Corporation (PMMC).

3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

3.1 Record Tract Map No's. 20169, 20170, 20171, 20172, 20270 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.

3.2 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

3.3 Pay all applicable fees including, but not limited to, Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF) not previously paid under Item 1.0 above, in accordance with the City Code.

3.4 Developers constructing Public Improvements included in the Development Impact Fees Nexus and Calculation Report and correlating Master Facilities Plan are subject to the provisions set forth in the Bidding and Contract Requirements for Public Improvements Policy (Resolution 2019-043). The Policy was adopted in conjunction with the comprehensive update to the Chino Municipal Code Chapters 3.40 and 3.45 entitled Development Impact Fees of which, Sections 3.40.130(B) and 3.45.130(B) of these Chapters establish the requirements set forth in the Policy and also the requirements for reimbursement/credits against Development Impact Fees. Please visit the City's website to obtain copies the updated Ordinances 2019-007 and 2019-009 and Policy.

4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

4.1 Construct and secure Development Services Department approval of all required improvements and public facilities enumerated under Section 2.0 & 3.0 above (per Resolution No. 88-23).

4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.

4.3 Distribute for signature of all buyers the information and disclosure notice announcing that the development will be annexed to the PMMC before transfer of property title and completion and acceptance of all public improvements.

4.4 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

4.5 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.6 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.

Attachment

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20169, 20170, 20171, 20172, 20270

PROJECT ENGINEER: M. Khudadatov

DATE: 7/15/19

☒ A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK

☒ 1 Copy of Development Engineering Division Conditions of Approval with approved TTM

☒ 2 Sets of Maps (Subdivision Only)

☒ 2 Copies of preliminary Title Report (no older than sixty days) with support documents (Subdivision Only)

☒ 2 Copies of Closure Calculations (Subdivision Only)

☒ 1 Set of Referenced Maps (Subdivision Only)

☒ 2 Copies of Preliminary Soils Report (no older than sixty days)

☐ 2 Copies of lot line adjustment certificate

☐ 2 Copies of lot merger

☐ 2 Copies of right-of-way dedication

☒ 4 Sets of Rough Grading Plans

☐ 5 Sets of Precise Grading Plans

☒ 4 Sets of Storm Drain Plans
- Backbone/In-tract Storm Drain Plans

☐ 2 Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)

☒ 2 Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp

☒ 3 Sets of Street Improvements Plans
- Backbone/In-tract Street Imp. Plans

☒ 3 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements

☒ 2 Sets of Sewer Plans
- Backbone/In-tract Sewer Imp. Plans

☒ 3 Sets of Domestic Water Plans
- Backbone/In-tract Water Imp. Plans

☒ 2 Sets of Recycled Water Plans
- Backbone/In-tract Recycled Water Imp. Plans

☒ 2 Sets of Street Light Plans
- Backbone/In-tract Street Light Plans

☒ 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)

☒ 2 Sets of Signing and Striping Plans
- Backbone/In-tract S & S Plans

☐ 1 Sets of Traffic Signal Interconnect Plans
- Pine Ave IC Plan

☐ 2 Sets of Traffic Signal Plans

☐ 1 Water Quality Management Plan

☒ 1 Submit Accessible Route Plan approved by City Accessibility Coordinator

EXHIBIT "C"

TRACT MAP NO. 20170

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is

required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 12.16.20

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On December 16, 2020, before me, T Ris, Notary Public, personally appeared Sondra Harris, 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)

T. RIS
Notary Public - California
Orange County
Commission # 2199522
My Comm. Expires May 5, 2021

(Affix Seal)

Bond No.: SUR0063674
Contract No.: 2021-203
Approved: 12/15/20 #16

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20170

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated DECEMBER 15, 2020, and identified as Project No. TRACT MAP NO. 20170, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Argonaut Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of ONE MILLION TWENTY-FIVE THOUSAND EIGHT HUNDRED & 00/100THS Dollars ($1,025,800.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on December 15, 2020.

Richmond American Homes of Maryland, Inc.
PRINCIPAL

By: _____

Argonaut Insurance Company
SURETY

By: _____
Richard H. Mitchell, Attorney-in-Fact
CA License No. 0H56218

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On December 16, 2020, before me, T Ris, Notary Public, personally appeared Sondra Harris, 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)

T. RIS
Notary Public - California
Orange County
Commission # 2195522
My Comm. Expires May 5, 2021

(Affix Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 truthfullness, accuracy or validity of that document.

State of Alabama

County of Jefferson

On December 15, 2020 (Date) before me, Katherine Leigh McClamma, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names 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.

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Witness my hand and official seal.

Signature Katherine Leigh McClamma (Notary Public Signature)

My commission expires: January 24, 2021

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Argonaut Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEES Notary Public, State of Texas Comm. Expires 07-16-2021 Notary ID 567892-5

Kathleen M. Mees

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of December, 2020.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Bond No.: SUR0063674
Contract No.: 2021-203
Approved: 12/15/20 #16

LABOR AND MATERIAL BOND

TRACT MAP NO. 20170

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated DECEMBER 15, 2020, and identified as Project No. TRACT MAP NO. 20170, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of FIVE HUNDRED TWELVE THOUSAND NINE HUNDRED & 00/100ths Dollars ($ 512,900.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on December 15, 2020.

Richmond American Homes of Maryland, Inc.
PRINCIPAL

By: _____

Argonaut Insurance Company
SURETY

By: _____
Richard H. Mitchell, Attorney-in-Fact
CA License No. 0H56218

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On December 16, 2020, before me, T Ris, Notary Public, personally appeared Sondra Harris, 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)

T. RIS
Notary Public - California
Orange County
Commission # 2195522
My Comm. Expires May 5, 2021

(Affix Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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State of Alabama

County of Jefferson

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personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names 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.

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Witness my hand and official seal.

Signature Katherine Leigh McClamma (Notary Public Signature)

My commission expires: January 24, 2021

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Argonaut Insurance Company

RIGHT THUMBPRINT OF SIGNER — Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
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☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. WREEE Notary Public, State of Texas Comm. Expires 07-15-2021 Notary ID 567002-6

_____
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of December, 2020.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____
James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Bond No.: SUR0063675
Contract No.: 2021-203
Approved: 12/15/20 #16

WARRANTY BOND

TRACT MAP NO. 20170

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated DECEMBER 15, 2020, and identified as Project No. TM 20170, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Argonaut Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of ONE HUNDRED TWO THOUSAND SIX HUNDRED & 00/100ths Dollars ($102,600.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on December 15, 2020.

Richmond American Homes of Maryland, Inc.
PRINCIPAL

By: _____

Argonaut Insurance Company
SURETY

By: _____
Richard H. Mitchell, Attorney-in-Fact
CA License No. 0H56218

SIGNATURE(S) MUST BE NOTARIZED

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Signature Katherine Leigh McClamma (Notary Public Signature)

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☐ Individual
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☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Argonaut Insurance Company

RIGHT THUMBPRINT OF SIGNER — Top of thumb

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Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

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KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557802-6

_____
(Notary Public)

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James Bluzard, Vice President-Surety

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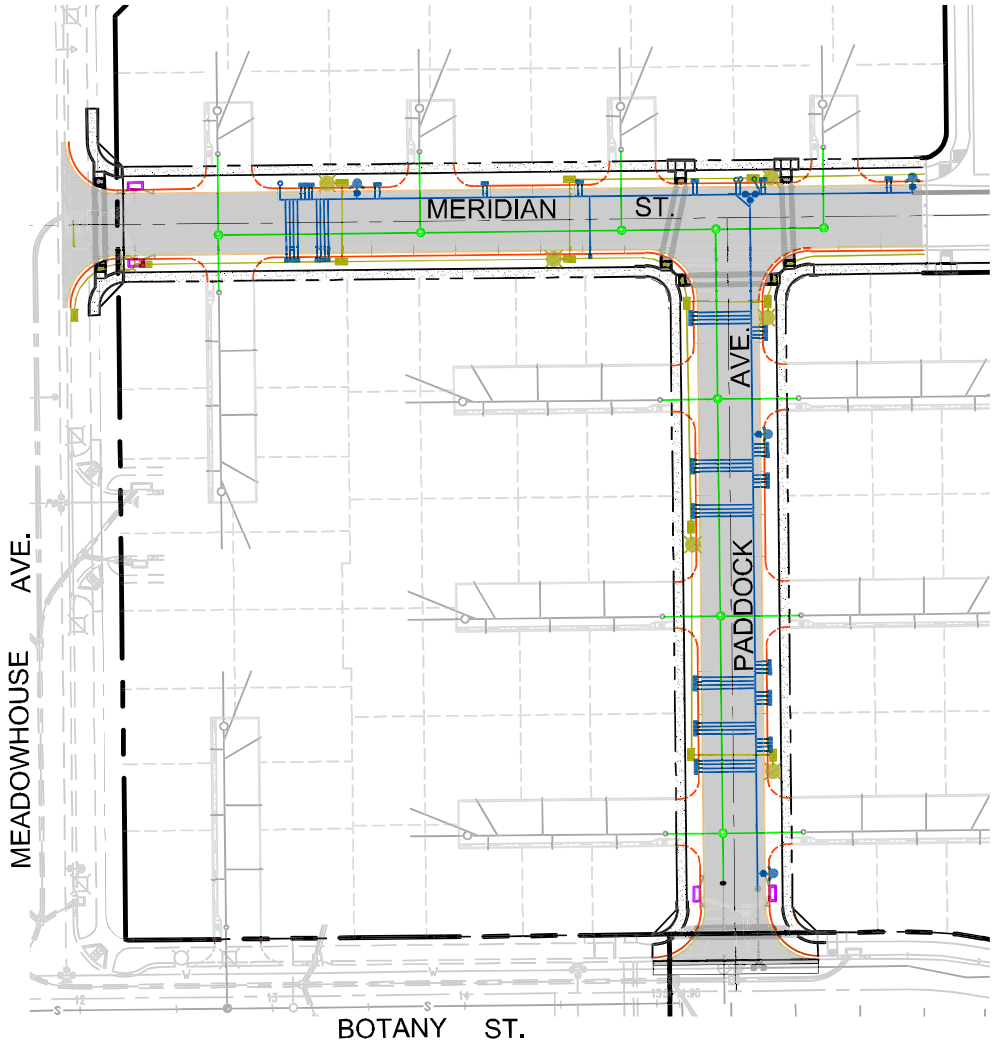
ARGO POWER OF ATTORNEY

TM 20170 - PUBLIC IMPROVEMENTS



LEGEND

- PROP. CURB AND GUTTER
- PROP. STREET LIGHTS
- PROP. STREET LIGHT COND. AND PULLBOX
- PROP. SIDEWALK
- PROPOSED HYDRANT
- PROPOSED WATER METERS
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED CATCH BASIN
- STREET LIGHTS, PROP. BY SEPARATE TRACT
- EXIST. STREET LIGHTS
- PROP. ASPHALT

1" = 100'

50 0 100

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Final Acceptance of Public Improvements for Administrative Approval PL18-0106 located at 3415 Chino Avenue.

RECOMMENDATION

1) Accept public improvements as complete for Administrative Approval PL18-0106; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds included in the City's Operating Budget to support the ongoing maintenance activities related to the public improvements being accepted.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On February 19, 2021, the Development Services Department administratively approved an application submitted by Dunbar Holdings Chino, LLC for the property located at 3415 Chino Avenue. The approval authorized the construction of a 2,907-square-foot expansion to the existing veterinary hospital (Exhibit A).

The Engineering Conditions of Approval ("COA") for PL18-0106 required the developer to design and construct certain public improvements along the property frontage on Chino Avenue including, but not limited to, sidewalk, curb and gutter, asphalt concrete overlay, a streetlight, parkway landscaping, and driveway approaches. The public improvements completed by the developer necessitated the execution of a Public Improvement Agreement and posting securities that the City Council approved on December 6, 2022 (Exhibit B). It should be noted that the costs associated with the design and construction of the required public improvements are completely offset by the applicant. There is no direct fiscal impact on the City

The conditions of approval required the owner to annex the property to the City's Landscape and Lighting District No. 2002-1 (Annexation/Zone No. 89) for public streetlight maintenance along the project's frontage, within the right-of-way.

On December 6, 2022, the City Council approved Resolution 2022-080, which declared the City's intention to annex the property into Landscape and Lighting District (LLD) No. 2002-1 (Annexation/Zone No. 89) and approved the Engineer's Report, which estimates the annual assessment to be levied from the property for streetlight maintenance. By way of ballots mailed to the property owner(s), the property owner(s) are requested to register their support or protest for the annexation to Landscape and Lighting District No. 2002-1 (Annexation/Zone No. 89). On February 7, 2023, the City Council held a public hearing and approved Resolution 2023-007 ordering the annexation into Landscape and Lighting District No. 2002-1 (Annexation/Zone No. 89).

The public improvements for this project were completed in accordance with the approved plans and to the satisfaction of Public Works staff. The project reached substantial completion in April 2025. The applicant/property owner requested for a Bond Rider and the City issued a letter on June 12, 2025. Between June and November 2025, the contractor and project manager coordinated with the City's project engineer to address various administrative items included in the final punch list to close out the project file, including as-built drawings, grading certificate, compaction report, CAD/GIS files, and backflow certification. All outstanding punch list items have since been completed to the City's satisfaction.

ISSUES/ANALYSIS

The public improvements being accepted by the City of Chino, as described above, are included as shown on Exhibit C. The public improvements completed have been constructed in compliance with the City's standards/specifications, including accessibility requirements, and to the satisfaction of the Public Works Inspector. All public improvements that were part of the COA for this project were fully funded by the developer.

Security for a one-year warranty period has been submitted to the City. Under the warranty bond obligation, the developer will correct any defects found within one year of the City Council's acceptance of the Project. Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain. The

following maintenance obligations will commence following acceptance of the public improvements:

Public Street Sweeping:	By the City
Public Streetlights:	By the City (LLD)

Attachments: Exhibit A - Vicinity Map
Exhibit B - Public Improvement Agreement
Exhibit C - Public Improvements Atlas

Exhibit A - Vicinity Map

PL18-0106

PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

DUNBAR HOLDINGS CHINO, LLC

PUBLIC IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

DUNBAR HOLDINGS CHINO, LLC

Agreement Date: December 6, 2022

Developer Name: Dunbar Holdings Chino, LLC

Description: On February 19, 2021, the Development Services Department administratively approved the application presented by the Chino Hills Animal Hospital located at 3415 Chino Avenue, to construct a 2,907 -square foot building addition with related site improvements. As part of the Engineering Conditions of Approval requirements, the applicant is required to design and construct certain public improvements along the perimeter of Chino Avenue including, but not limited to, curb and gutter, sidewalk, asphalt concrete overlay, streetlight(s), parkway landscaping, traffic signal interconnect, and driveway approaches.

Estimated Total Cost of Improvements: $104,400.00

Security:

Bond No.: CIC1928558

Surety: Capitol Indemnity Corporation

Designees for the Service of Written Notice:

CITY:	**DEVELOPER**
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417	Dunbar Holdings Chino, LLC Attn: Steven Dunbar 5125 Avenida De Amor Yorba Linda, CA 92886 (909) 946-7500 sddunbar@aol.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 6th day of December, 2022, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Dunbar Holdings Chino, LLC ("DEVELOPER").

RECITALS

A. Developer is the owner of certain real property located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A", which Developer proposes to develop and construct certain works of improvement thereon, as hereafter set forth.

B. Developer entered into a purchase and sale agreement with the Chino Valley Unified School District, which requires the developer to construct the off-site, backbone facilities supporting the future development of the second school site in The Preserve. Currently, Lewis is looking to accelerate the required public improvements for the future twelve (12) acre school site located on the north-east corner of East Preserve Loop and Market Street (the "Project").

C. The City desires to assure that said improvements proposed for the Project will be constructed in a good workmanlike manner and in accordance with all applicable laws, statues, ordinances, resolutions and regulations now in force and effect in the City of Chino and the State of California, all of which are incorporated herein.

D. The Developer acknowledges familiarity with the various requirements for public improvements contained in the Chino Municipal Code and agrees to comply therewith.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's site plan or other entitlements for the Property and permitting development of the Property to proceed, Developer agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described as Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $104,400.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Developer shall satisfy all of the other Conditions associated with the Project and the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Developer shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Developer shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Developer's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Developer or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Developer recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Developer or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Performance of Work. Developer shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Developer's obligations under this Agreement.

1.5. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Developer or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Developer or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Developer may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.6. Defective Work. Developer shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.7. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Developer or its consultants or contractors, and City makes no representation or warranty, express or implied, to Developer or to any other person regarding the adequacy of the Plans or related documents.

1.8. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Developer and its contractor.

1.9. Documents Available at the Site. Developer shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.10. Inspection. Developer shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Developer, or its design engineer, and Developer's contractor(s) regarding the Works of Improvement. Developer shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Developer's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Developer or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.11. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Developer shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Developer shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Developer shall also give all necessary notices and pay all fees and taxes as required by law.

Developer shall construct the improvements in accordance with the City standards in effect at the time of the adoption of this Agreement. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.12. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Developer's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Developer and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.13. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.14. Final Acceptance of Works of Improvement. After Developer's contractor has completed all of the Works of Improvement, Developer shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Developer or its contractor of such items. After the Developer's contractor has completed these items, the procedure shall then be the same as specified above for the Developer's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Developer or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Developer shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.15. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.16. Developer's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Developer shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations or construction of the hours, dates and duration of any planned construction activities.

1.17. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility

for the care and maintenance of, and any damage to, the Works of Improvements. Developer shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Developer, prior to the recordation of the Notice of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Developer shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Developer has established good cause for an extension. As a condition of such extension, the City Engineer may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Developer's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Developer acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Developer shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Developer by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Developer's time for commencement and completion of the Works of Improvement shall be extended for the

period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Developer agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Developer agrees that Developer, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Developer shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Developer's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Developer shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Developer shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation

Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Developer executes this Agreement, Developer shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $104,400.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $52,200.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $10,400.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick,

New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Developer is in default under its payment or performance obligations hereunder or in the event Developer fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Developer's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Developer's Liability. While no action of Developer shall be required in order for City to realize on its security under any Security Instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to

prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Developer. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Developer agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Developer has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of

Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Developer has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Developer's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Developer Responsible for All Costs of Construction. Developer shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Developer is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Developer and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Developer shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Developer shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Developer be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Developer shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 and Chapter 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the approvals for the Project, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement.

7. Warranty of Work. Developer shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15) days after written notice of such

defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Developer fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Developer. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Developer. Default by Developer shall include, but not be limited to:

(a) Developer's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Developer's failure to timely complete construction of the Works of Improvement;

(c) Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Developer's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Developer fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer's materials, appliances, plans and other

property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Developer hereunder, the Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Developer fails to perform any obligation under this Agreement, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Developer's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Developer shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Developer.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or

the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Developer shall not be responsible for routine maintenance. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Developer shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Developer's Indemnity of Project Approval. Developer shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Project. The City shall promptly notify the Developer of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.

11. Insurance Requirements. Developer, at Developer's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Developer:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess,

including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Developer shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous

Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Developer shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Developer's right, title, and interest in and to the Property and any portion thereof. Developer hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Developer in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Developer to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Developer's responsibilities with regard to this Agreement, (the "Replacement Developer"), the

rights and obligations of this Agreement shall transfer to the Replacement Developer; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Developer as a condition of the City's approval of this Agreement, shall remain Developer's responsibility to maintain until such time as Developer and its Replacement Developer enter into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

13.4. Developer is Not Agent of City. Neither Developer nor Developer's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Developer's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Developers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Nicholas S. Liguori, AICP
Development Services Director

DUNBAR HOLDINGS CHINO, LLC:

By: _____
(Signature and Date)

Name: Steven Dunbar
(Please type or print name)

Title: President
(Please type or print title)

CITY OF CHINO

Dr. Linda Reich, City Manager

Dated: 12-12-22

ATTEST:

By _____
Angela Robles, City Clerk

Dated: 12-12-2022

01225.0006/367559.3

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 October 18, 2022 before me, Justin Ryan Sur, Notary Public.
Date *Here Insert Name and Title of the Officer*

personally appeared Steven Dunbar
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

JUSTIN RYAN SUR
COMM. #2356368
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires 04/23/2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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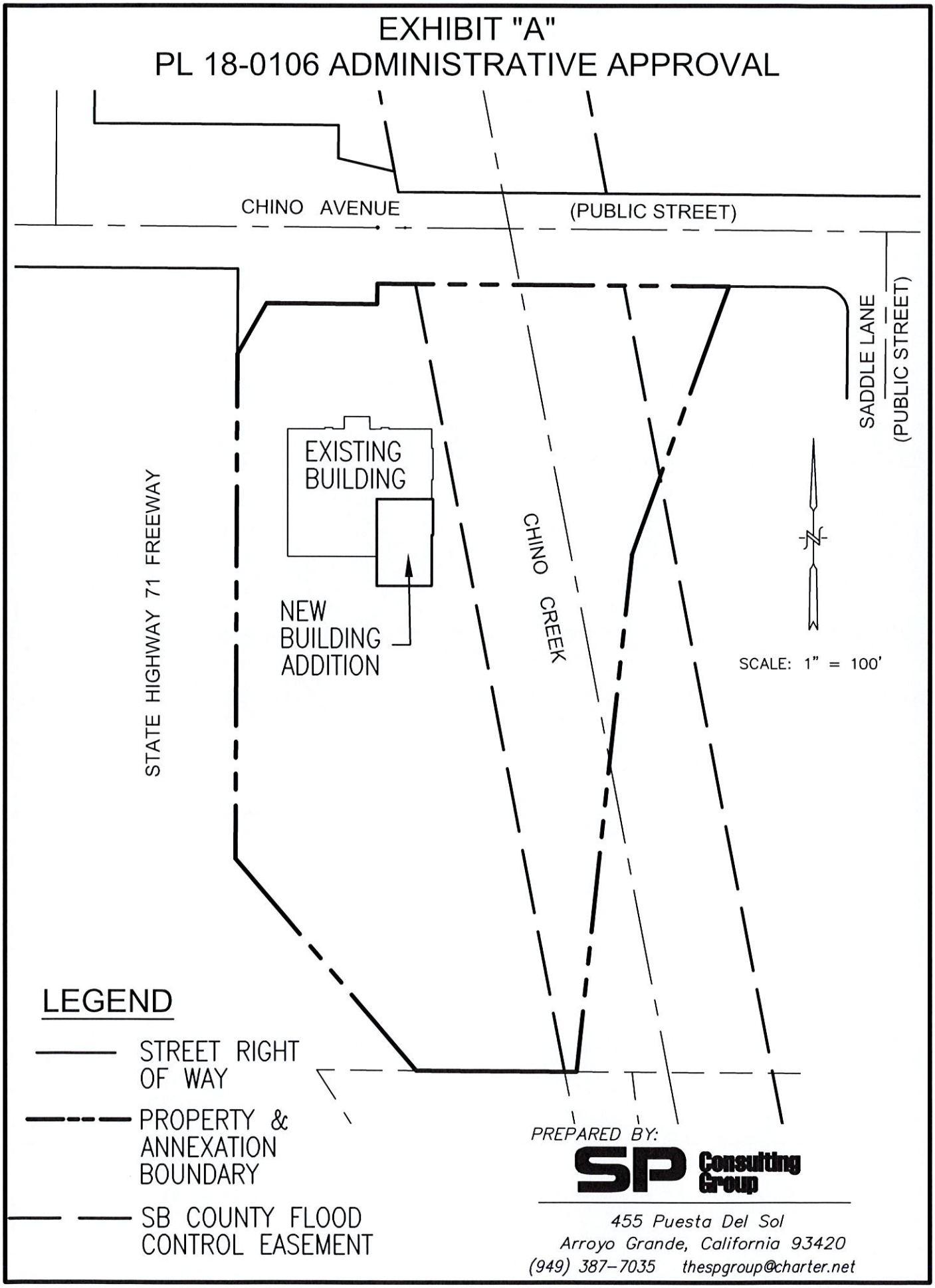
01225.0006/367559.3

EXHIBIT "A"
PL 18-0106 ADMINISTRATIVE APPROVAL



PREPARED BY:
SP Consulting Group
455 Puesta Del Sol
Arroyo Grande, California 93420
(949) 387-7035 thespgroup@charter.net

EXHIBIT "B"

WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

F. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

G. A street lighting system (City-owned) in accordance with City Standards.

H. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

I. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

J. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

K. Street signs at intersections per the City Standards.

L. Installation of approved landscaping (plants and materials).

M. Setting monuments as required by the State Code.

The Developer shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

REVIEWED
CITY OF CHINO ENGINEERING
BY Isidro Abreo DATE 10/4/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
22	CY	Concrete Removal	$ 325.00	$ 7,150.00
35	CY	AC Pavement Removal	$ 100.00	$ 3,500.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
3130	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ 3,130.00
94	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 2,444.00
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
0	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
1540	SF	4" PCC Sidewalk	$ 5.80	$ 8,932.00
	SF	6" PCC Thick Drive Approach on 6" AB	$ 12.50	$ -
1100	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ 16,500.00
	LF	2" x 6" Redwood Header	$ 7.50	$ -
	EA	Street Sign and Post	$ 475.00	$ -
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
368	SF	Prime or Tack Coat	$ 0.08	$ 29.44
50	TON	AC Variable - <300T	$ 130.00	$ 6,500.00
	TON	AC Variable - >300T	$ 120.00	$ -
27	TON	CAB Variable - <300T	$ 100.00	$ 2,700.00
	TON	CAB Variable - >300T	$ 90.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
1	EA	Adjust Storm Drain Manhole to Grade	$ 950.00	$ 950.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
2	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 1,050.00
1	EA	Street Light (City Owner)	$ 7,700.00	$ 7,700.00
	EA	Electrical Pedestal	$ 6,500.00	$ -
	EA	Lot Monument Setting Fee	$ 550.00	$ -
184	LF	Sawcut A.C.	$ 3.00	$ 552.00
11	LF	Sawcut Concrete	$ 3.00	$ 33.00
376	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ 105.28
	LF	Signing & Striping for		
0	LF	Arterial	$ 19.00	$ -
		Collector	$ 13.00	$ -
		Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
90	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ 1,350.00
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
0	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ -
	EA	Traffic Signal Loops	$ 600.00	$ -
0	LS	Relocate Pedestrian Push Button	$ 2,500.00	$ -
5	EA	Adjust Pull Box to Grade	$ 500.00	$ 2,500.00
36	LF	Concrete Sidewalk with Curbs	$ 45.00	$ 1,620.00
0	SF	Grouted Rock Island Surface	$ 10.00	$ -
25	TON	12" Full Depth AC Pavement	$ 110.00	$ 2,750.00
4	TON	Overlay 2" AC Pavement @ Join	$ 5.00	$ 20.00
1	EA	Parkway Drain - Modified to an Inlet	$ 2,500.00	$ 2,500.00
STREETS				
		STREET SUBTOTAL		$ 72,015.72
	LS	Mobilzation (5% of Construction Cost)	5%	$ 3,600.79
	LS	Traffic Control (5% of Construction Cost)	5%	$ 3,600.79
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 3,600.79
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 3,600.79
		GRAND TOTAL STREETS ONLY		**$ 86,418.86**

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

WATER				
		WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL WATER ONLY		**$ -**

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ -**

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -

SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		**$ -**

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 680.00	$ -

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ -**

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 86,418.86
		GRAND TOTAL WATER ONLY		$ -
		GRAND TOTAL RECYCLED WATER ONLY		$ -
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ -
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 86,418.86

PROJECT ADDITIVES		*Project Contingencies*	10%	$ *8,641.89*
		Construction Staking	3%	$ *2,592.57*
		Soils Testing	1%	$ *864.19*
		Material Testing	1%	$ *864.19*
		Construction Inspection	4.8%	$ *4,148.11*
		Contract Administration	1%	$ *864.19*
		GRAND TOTAL (FOR BOND AMOUNTS)		$ *104,393.99*

FOR BONDING PURPOSES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0106 (Off-Site)

LOCATION : 3415 Chino Avenue, Chino, CA

By: SP Consulting Group

DATE: Revised 9/28/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item

BY ENGINEER

Prepared By: Thomas A. Petersen

R.C.E. Number: 35275

Expiration: 9/30/2023

REGISTERED PROFESSIONAL ENGINEER
THOMAS A. PETERSEN
No. 35275
CIVIL
STATE OF CALIFORNIA

9/28/2022

Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	$	**104,400.00**
Labor & Material Bond (50% of Construction Cost)	$	**52,200.00**
Warranty Bond (10% of Construction Cost)	$	**10,400.00**

REVIEWED

CITY OF CHINO ENGINEERING

BY Isidro Abreo DATE 10/4/2022

FOR BONDING PURPOSES

EXHIBIT "C"

DUNBAR HOLDINGS CHINO, LLC

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Developer to the City of Chino for the above-referenced Subdivision, Developer hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Developer's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Developer hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Developer and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Developer's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Developer to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 10/17/2022

DUNBAR HOLDINGS CHINO, LLC

By:

*Proof of authorization for Developer's signatures is required to be submitted concurrently with this environmental warranty.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On October 17, 2022 before me, Mindy L. Cutler, Notary Public
(insert name and title of the officer)

personally appeared Steven Douglas Dunbar,
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.

MINDY L. CUTLER
Notary Public - California
Orange County
Commission # 2413010
My Comm. Expires Aug 15, 2026

Signature _____ (Seal)

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

CHANGE RIDER

Bond No. CIC1928555

Date of Bond November 3, 2022

Principal Dunbar Holdings Chino, LLC

Obligee City of Chino

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above captioned bond, other than as stated below.

This Rider is effective November 3, 2022 and is to be attached to and form a part of the above captioned bond. This Rider is issued on behalf of Dunbar Holdings Chino, LLC as Principal, in favor of the Obligee stated above.

In consideration of the premium charged, it is understood and agreed, on or after the effective date as set forth herein, the Surety consents to:

Change Bond Number:

From: CIC1928555

To: CIC1928558

Said change is applicable only to acts or omissions on or after the effective date as set forth herein.

Provided, however, that the liability of the Surety under the attached bond as changed by this Rider shall in no event be cumulative.

Signed, sealed and dated on November 15, 2022 .

Capitol Indemnity Corporation

By: _____
Todd A. Stein, Attorney-in-Fact

Accepted:

_____

By:

_____

Date: _____

Copyright 2008, Capitol Transamerica Corporation

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1928558
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION – CORPORATE SEAL – WISCONSIN

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE – NOTARY PUBLIC – STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15 day of November, 20 22.

CAPITOL INDEMNITY CORPORATION – CORPORATE SEAL – WISCONSIN

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

Bond No.: CIC1928555
Contract No.: _____
Approved: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and DUNBAR HOLDINGS CHINO, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Project No. PL18-0106 (AA), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Capitol Indemnity Corporation, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Hundred Four Thousand Four Hundred Dollars ($ 104,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on November 3, 2022.

DUNBAR HOLDINGS CHINO, LLC	Capital Indemnity Corporation
PRINCIPAL	SURETY
By: _____	By: _____
	Todd A. Stein Attorney-in-fact

SIGNATURES MUST BE NOTARIZED

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1928555
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION
CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3 day of November, 20 22

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

Bond # CIC1928555

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

a Notary Public within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

_____

Notary Public _____

County, _____

(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

personally appeared _____

to me known, who being by me duly sworn, did depose and say: that he resides in _____ and

that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

_____

Notary Public _____

County, _____

My Commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Ohio

COUNTY OF Cuyahoga } ss

On the 3 day of Novemeber, 2022, before me,

appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

Sarah Dawn Fulkerson

SARAH DAWN FULKERSON - NOTARY PUBLIC (Notarial Seal) COMM. EXP: JAN 24, 2026 STATE OF OHIO

Notary Public Sarah Dawn Fulkerson

County, Cuyahoga

My commission expires 1/24/2026

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 08590
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Capitol Indemnity Corporation

of Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Boiler and Machinery, Burglary, Sprinkler, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 24th *day of* September, 2008, *I have hereunto set my hand and caused my official seal to be affixed this* 24th *day of* September, 2008.

Steve Poizner
Insurance Commissioner

By Susan J. Stapp
for Jim Richardson
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3 OSP 00 39391

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:		
Bonds	$	618,141,054
Common stocks		157,173,176
Cash, cash equivalents and short-term investments		57,267,137
Total cash and invested assets		832,581,367
Investment income due and accrued		3,116,067
Uncollected premiums and agents' balances in course of collection		48,153,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due		7,477,730
Amounts recoverable from reinsurers		5,024,047
Other amounts receivable under reinsurance contracts		208,405
Net deferred tax asset		15,886,386
Electronic data processing equipment and software		1,575,488
Receivables from parent, subsidiaries and affiliates		4,168,378
Other admitted assets		612,440
Total admitted assets	$	918,804,153

Liabilities and Surplus as Regards Policyholders

Liabilities:		
Losses	$	336,642,620
Reinsurance payable on paid losses and loss adjustment expenses		25,798,000
Loss adjustment expenses		61,286,658
Commissions payable, contingent commissions and other similar charges		442,074
Other expenses (excluding taxes, licenses and fees)		10,687,529
Taxes, licenses and fees (excluding federal and foreign income taxes)		35,705
Current federal and foreign income taxes		257,424
Unearned premiums		148,846,891
Advance premium		5,657
Ceded reinsurance premiums payable (net of ceding commissions)		7,819,842
Amounts withheld or retained by company for account of others		12,618,389
Payable to parent, subsidiaries and affiliates		11,427,656
Other liabilities		890,743
Total liabilities		616,759,188
Surplus as regards policyholders:		
Common capital stock		4,201,416
Gross paid in and contributed surplus		103,923,753
Unassigned funds (surplus)		193,919,796
Surplus as regards policyholders		302,044,965
Total liabilities and capital and surplus	$	918,804,153

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr
CEO & President

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL MIDDLETON, WI

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 07, 2022 before me, Justin Ryan Sur, Notary Public
(insert name and title of the officer)

personally appeared Steven Dunbar - - -

Bond No.: CIC1928556
Contract No.: _____
Approved: _____

LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and DUNBAR HOLDINGS CHINO, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Project No. PL18-0106 (AA), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Fifty Two Thousand Two Hundred Dollars ($ 52,200.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on November 3, 2022.

DUNBAR HOLDINGS CHINO, LLC	Capitol Indemnity Corporation
PRINCIPAL	SURETY
By: _____	By: _____
	Todd A. Stein Attorney-in-fact

SIGNATURE(S) MUST BE NOTARIZED

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1928556
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3 day of November, 20 22.

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-476-4450.

CIC-ePOA-M (Rev. 01-2020)

Bond # CIC1928556

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

a Notary Public within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

_____

Notary Public _____

County, _____

(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

personally appeared _____

to me known, who being by me duly sworn, did depose and say: that he resides in _____ and

that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

_____

Notary Public _____

County, _____

My Commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Ohio

COUNTY OF Cuyahoga } ss

On the 3 day of Novemeber, 2022, before me,

appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

Sarah Dawn Fulkerson

SARAH DAWN FULKERSON - NOTARY PUBLIC STATE OF OHIO COMM. EXP: JAN 24, 2026

Notary Public Sarah Dawn Fulkerson

County, Cuyahoga

My commission expires 1/24/2026

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 08590
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Capitol Indemnity Corporation

of Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Boiler and Machinery, Burglary, Sprinkler, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 24th *day of* September, 2008, *I have hereunto set my hand and caused my official seal to be affixed this* 24th *day of* September, 2008.

Steve Poizner
Insurance Commissioner

By Susan J. Stapp
for Jim Richardson
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3 OSP 00 39391

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:		
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Liabilities:		
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I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr
CEO & President

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL MIDDLETON, WI

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 07, 2022 before me, Justin Ryan Sur, Notary Public
(insert name and title of the officer)

personally appeared Steven Dunbar - - -

Bond No.: CIC1928557
Contract No.: _____
Approved:

WARRANTY BOND

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and DUNBAR HOLDINGS CHINO, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated _____, and identified as Project No. PL18-0106 (AA), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Capitol Indemnity Corporation, as surety, are held and firmly bound unto the City of Chino in the penal sum of Ten Thousand Four Hundred _____ Dollars ($10,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on November 3, 2022.

DUNBAR HOLDINGS CHINO, LLC
PRINCIPAL

By: _____

Capitol Indemnity Corporation
SURETY

By: _____
Todd A. Stein Attorney-in-fact

SIGNATURE(S) MUST BE NOTARIZED

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1928557
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3 day of November, 20 22.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

Bond # CIC1928557

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ____, before me,

a Notary Public within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

_____

Notary Public _____

County, _____

(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ____, before me,

personally appeared _____

to me known, who being by me duly sworn, did depose and say: that he resides in _____ and

that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

_____

Notary Public _____

County, _____

My Commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Ohio

COUNTY OF Cuyahoga } ss

On the 3 day of Novemeber, 2022, before me,

appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

Sarah Dawn Fulkerson

Notary Public Sarah Dawn Fulkerson

County, Cuyahoga

My commission expires 1/24/2026

SARAH DAWN FULKERSON - NOTARY PUBLIC
Notarial Seal
COMM EXP: JAN 24, 2026
STATE OF OHIO

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08590

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Capitol Indemnity Corporation

of Wisconsin *, organized under the laws of* Wisconsin *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Boiler and Machinery, Burglary, Sprinkler, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 24th *day of* September, 2008, *I have hereunto set my hand and caused my official seal to be affixed this* 24th *day of* September, 2008.

Steve Poizner
Insurance Commissioner

By Susan J. Stapp
for Jim Richardson
Chief Deputy

NOTICE:
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FORM CB-3

OSP 00 39391

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December 31, 2021

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Total liabilities		616,759,188
Surplus as regards policyholders:		
Common capital stock		4,201,416
Gross paid in and contributed surplus		103,923,753
Unassigned funds (surplus)		193,919,796
Surplus as regards policyholders		302,044,965
Total liabilities and capital and surplus	$	918,804,153

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr
CEO & President

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL MIDDLETON, WI

ACKNOWLEDGMENT

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

State of California
County of Orange)

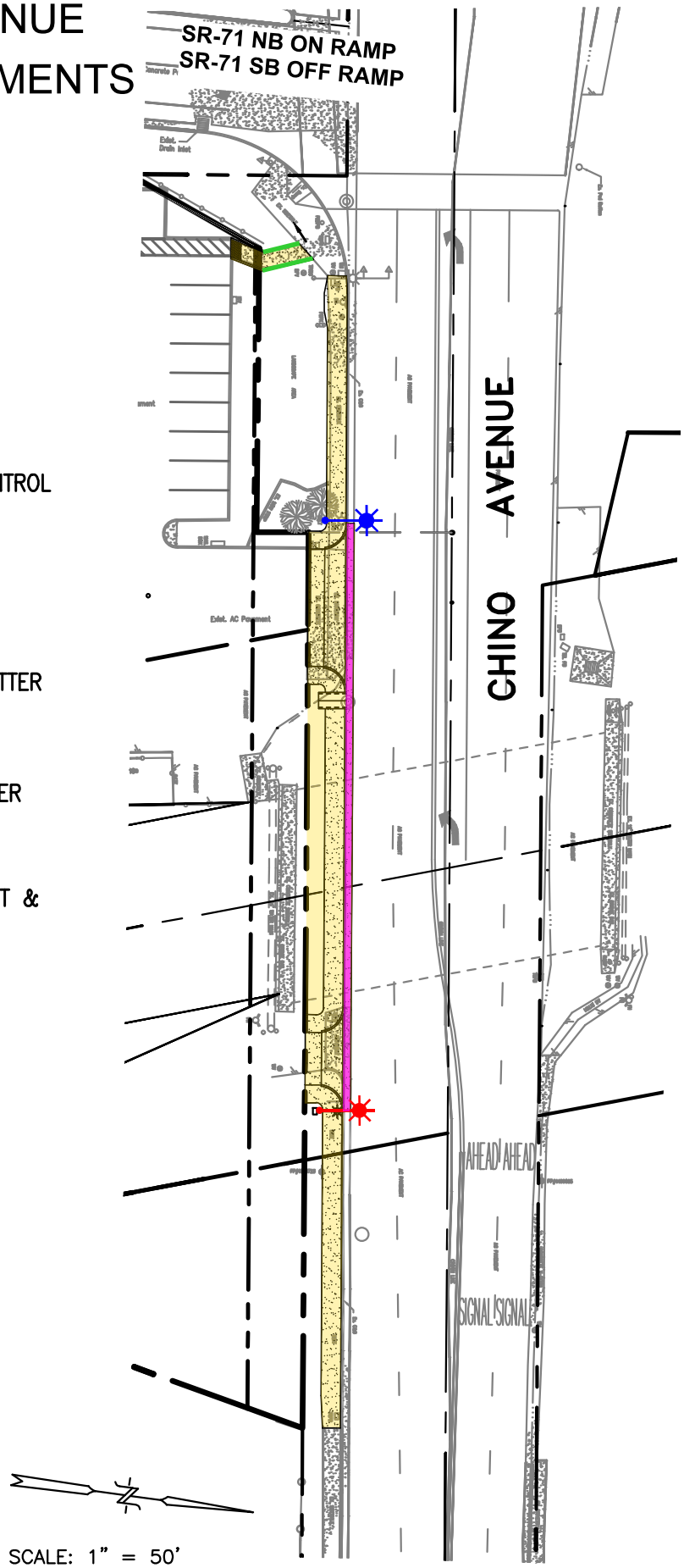
On November 07, 2022 before me, Justin Ryan Sur, Notary Public
(insert name and title of the officer)

personally appeared Steven Dunbar - - -

3415 CHINO AVENUE
OFF-SITE IMPROVEMENTS

LEGEND

- STREET RIGHT OF WAY
- PROPERTY BOUNDARY
- SB COUNTY FLOOD CONTROL EASEMENT
- PROPOSED SIDEWALK & DRIVEWAYS
- PROPOSED CURB & GUTTER
- PROPOSED CURB ONLY
- EXISTING CURB & GUTTER
- EXISTING CURB ONLY
- PROPOSED STREET LIGHT & PULL BOX
- EXISTING STREET LIGHT



SCALE: 1" = 50'

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Professional Services Agreement - Yunex, LLC, Riverside, CA for Maintenance Services for Citywide Street Lighting.

RECOMMENDATION

Award a Professional Services Agreement to Yunex, LLC, Riverside, CA, for a term through June 30, 2028, with an option to extend for two additional years, for City Owned and Operated Lighting System Maintenance Services at a total amount of $993,003; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The cost of $376,880.60 for the scope of services is included in the FY 2025-26 Street Lighting Fund (Fund 360) and the Assessment Districts Funds (Fund 361) to cover the costs associated with these services. Funds for the subsequential fiscal years will be budgeted annually.

City Owned and Operated Lighting Systems Maintenance Services			
Fund	**FY25-26**	**FY26-27**	**FY27-28**
360 – Street Lighting	$359,790.80	$348,181.60	$199,581.60
361 – Assessment Districts	$17,089.80	$34,179.60	$34,179.60
Total	**$376,880.60**	**$382,361.20**	**$233,761.20**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Effective Technology
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3607200-43580, 3607210-43580, 3607260-43580,36172601-43580, 36172602-43580, 36172603-43580, 36172606-580, 36172607-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City currently has approximately 8,700 streetlights within its jurisdiction. These streetlights are owned and maintained by a combination of entities: the City of Chino (approximately 3,250 lights), Southern California Edison (SCE) (approximately 2,700 lights), and Homeowners Associations (HOAs) (approximately 2,300 lights).

Streetlight maintenance services for all City-owned streetlights, parking lot lighting, and facility walkway lighting is currently performed under an existing Public Works contract. The scope of services includes routine preventative maintenance, emergency and unanticipated repairs (such as streetlight pole knockdowns and associated electrical repairs), and installation of replacement poles and related infrastructure.

As part of the City's ongoing commitment to energy efficiency and infrastructure modernization, the updated scope of work includes provisions to support the continued transition from High-Pressure Sodium Vapor (HPSV) fixtures to Light Emitting Diode (LED) technology. Some of the benefits for transitioning to LED include energy efficiency as LED fixtures consume significantly less energy compared to traditional HPSV lights, cost savings with reduced energy usage results in lower operational costs, extended service life as HPSV fixtures typically last 24,000 operating hours while LED fixtures range from 50,000 hours to 100,000 hours life span, and improved reliability since LEDs require less frequent replacement and provide more consistent illumination, enhancing public safety and service reliability.

The new agreement allows for LED upgrades to be completed as part of the repair process, supporting a gradual and cost-effective transition.

Included in the scope of work is a comprehensive, Citywide streetlight inventory and condition assessment. The goal of the assessment is to formalize and consolidate streetlight asset information into a standardized and consistent dataset for City use. The inventory and assessment will document and verify streetlight locations, confirm ownership responsibility where applicable, and capture key asset attributes for each pole, including pole height, light wattage, arm length, and related characteristics. The work will also align existing records with current field conditions to ensure consistency across all datasets.

Upon completion, the contractor will provide the verified streetlight data to the City for integration into the City’s GIS database. This enhanced inventory will support ongoing maintenance activities, allow for tracking of lighting and pole replacements, strengthen asset management practices, and improve operational efficiency, while building upon the City’s existing streetlight records and processes.

ISSUES/ANALYSIS

On October 2, 2025, the City released a Request for Proposals (RFP No. 2025-0024) “Maintenance Services for Citywide Street Lighting” via PlanetBids, in accordance with the City’s procurement policies. The City received three (3) proposals by the closing date of October 30, 2025. A review committee, consisting of City staff, evaluated proposals separately to maintain confidentiality & fairness. Staff then scored these proposals using the following weighted criteria:

- Experience/qualifications: 20%
- Past performance/references: 25%
- Plan methodology/project approach: 20%

- Quality of responsiveness of proposal: 15%
- Competitive pricing: 20%

As part of the RFP, proposers were asked to provide pricing for:

- Monthly routine preventative maintenance
- Emergency and unanticipated repairs (e.g. repairs due to traffic collisions)
- LED upgrade efforts

Emergency and unanticipated repairs are a significant portion of the services agreement. The average replacement cost of a concrete knocked-down streetlight is approximately $8,000. The City typically experiences 10 to 15 knockdowns per year, resulting in an estimated annual cost of $120,000. Staff makes every effort to recover costs when a responsible party can be identified. Additionally, an additional $200,000 has been projected to complete the Citywide LED Conversions Initiative by the end of Fiscal Year 2025-26.

Following the evaluation of the proposals, Yunex, LLC received the highest average score and is recommended for contract award.

Evaluation Results:

RANKING	CONTRACTOR
1	Yunex, LLC
2	Bear Electrical Solutions, LLC
3	Crosstown Electrical & Data, Inc.

Yunex, LLC, was selected as the highest-ranking proposal by the evaluation committee. The proposed agreement includes the following cost breakdown:

City Owned and Operated Lighting Systems Maintenance Services				
Service	**Fiscal Year 2025-26**	**Fiscal Year 2026-27**	**Fiscal Year 2027-28**	**Total Cost by Service**
Annual Routine Preventative Maintenance	$56,880.60*	$113,761.20	$113,761.20	$284,403
Annual Emergency and Unanticipated Repairs	$120,000	$120,000	$120,000	$360,000
Streetlight LED Conversions	$200,000	$0	$0	$200,000
Inventory Assessment	$0	$148,600	$0	$148,600
Total Cost by Fiscal Year	**$376,880.60**	**$382,361.20**	**$233,761.20**	**$993,003**

*6-month period: January through June

Staff requests City Council approval to award an agreement to Yunex, LLC, for a term through June 30, 2028, with an option to extend for two additional years, for Maintenance Services for Citywide Street Lighting. The cost of the initial three-year term is $993,003.

Attachment: Professional Services Agreement – Yunex, LLC

Project Name/No.: Maintenance Services for Citywide Street Lighting **Contract No.: _____**

Project Manager: PW / K. Martinez **Approved: _____**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO AND YUNEX, LLC

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 16th day of December, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and Yunex, LLC, ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant 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 one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Nine Hundred Ninety-Three Thousand Three Dollars and Zero Cents ($993,003.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2028, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Public Works Services Manager or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event 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.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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.

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero ($0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
YUNEX, LLC

By:_____

Name:
Title:

By:_____

Name:
Title:

Address:2240 Business Way
Riverside, CA 92501

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

VI. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "A-1"

SCOPE OF SERVICES

Routine and Preventative Maintenance

1. Light Pole Inspections – All light poles included in this contract will be physically inspected every time a lighting asset is visited for any reason. The inspection will include structural soundness, hand hole covers, obvious electrical deficiencies, and the removal and disposal of any unauthorized signage attached to pole. Physical inspection results will be included in the monthly maintenance report.

2. Replacement and Repairs – Yunex will replace or repair all defective parts of the City Lighting Assets. Defective parts will include but not limited to lamps and/or luminaires (will be replaced with complete LED retrofit packages), fixture, internal wiring, hand hole covers, pole wiring from head to pull box, fuses, ballast, photocells, lenses, glassware, clips, fasteners, nuts, bolts, wire splices, wire nuts, electrical tape, spray adhesives and cleaners. Costs for appropriate disposal of waste materials will be included in the unit cost to affect each line-item of repair. For fixtures owned by the city but maintained by HOAs, Yunex will be responsible for replacement and repair only and is not responsible for routine and preventative maintenance.

3. Troubleshooting – As part of routine and preventative maintenance, troubleshooting activities will be included when necessary to diagnose fault Street Lighting Assets. Troubleshooting activities will include wiring, physical damage, and electrical service**.**

4. Monthly Night Survey and Reporting – All City Lighting Assets will be surveyed at night and visually inspected during the first full working week (week containing the first Monday of the month) of each month by Yunex or trained representative. Yunex is responsible for providing reports and documentation of streets that are surveyed monthly with the monthly invoice. Any identified defects, hazards, or improper operations will be documented and provided to City staff for review electronically and include photographs. Yunex will note any graffiti on the poles to be removed during normal daytime working hours as part of routine maintenance. Yunex is expected to survey the entire City Lighting Asset system every three (3) months and will conduct the surveys efficiently to ensure every light is surveyed on time. Night surveys exclude HOA maintained City-owned lights.

5. Timer Checks – Timers must be checked at various facility and park locations. Replacement of timers will be considered extra work. Yunex will provide an estimate for repair to the Public Works Services Manager for approval prior to proceeding with the work.

6. Pole and Equipment Inventory – Yunex will have on hand a supply of various city lighting poles, fixtures, and components to ensure repairs and replacements happen in a timely manner. Yunex will invoice the city for new inventory when Yunex receives it, and the city verifies it is in stock. At a minimum, the following inventory will be maintained throughout the length of the contract, and it is Yunex's responsibility to estimate when to order replacement based on actual work performed in the City. The city will not be responsible for procurement of excessive inventory.

7. Fixture and luminaire Inventory – Yunex is expected to maintain the following minimum inventory in their possession during the contract period. When inventory is used to address repair and replacement of City lighting assets, it will be replaced in Yunex's inventory where procurement of the pole will be invoiced monthly with no markup. Unit costing for each material line item will be provided for in Schedule of Compensation Attachment B attached to this RFP. If any other make or model material other than that listed below is used, it must be submitted as an approved equal for consideration and approval by the City in writing prior to its procurement and use.

8. Monthly Invoicing: The City will pay for services received by Yunex monthly. Unit pricing for routine maintenance and extra work will be identified in the Schedule of Compensation tables in Exhibit "C" of this RFP and used to calculate each month's invoice amount. Yunex will submit a monthly invoice for routine maintenance separate from any agreed Extra Work. Yunex will submit any component inventory invoices monthly. Extra Work components will be allowed based on the markup percentages listed in the Extra Work section below.

a. Agreed Extra Work invoices will be submitted following the completion of Extra Work tasks at the agreed price, showing a breakdown of actual hours worked at the pricing submitted in the Bid Response.

b. The City will pay the invoices within thirty (30) days after approval by the Public Works Services Manager.

9. Payment Withheld/Deducted: The City may withhold and/or deduct payment to such extent as may be necessary to protect the city from loss due to:

a. Work required in the specifications which is defective, incomplete, or not performed.

b. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by Yunex to private or public property.

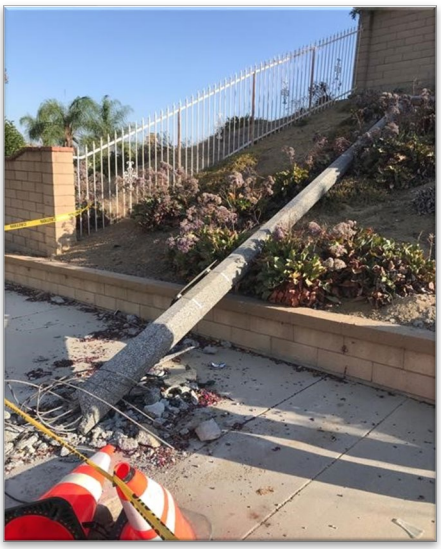
c. Failure of Yunex to make payments properly to employees, subcontractors or vendors for materials or services provided.

d. Failure to participate in and respond to the scheduled maintenance inspections.

e. Assessment of liquidated damages as defined elsewhere in this RFP.

10. New Additions to City Owned and Operated Lighting Systems – Following the warranty period for newly installed components to the City Lighting Systems Yunex will maintain these lights at the same flat rate and in the same manner as those covered by this Maintenance Contract.

Knockdown / Damage Response, Repair and Replacement



1. 24/7/365 Emergency Response: Yunex will respond on-site to the location of emergency calls within **one (1) hour** of notification by a city official (Public Works, Police Department, Administration staff). Yunex will cooperate with the emergency agencies, which may include: The City of Chino Public Works Department, the City of Chino Police Department, California Highway Patrol, the Chino Valley Independent Fire District, and other emergency responders. Any additional work associated with an emergency will be approved by Public Works Services prior to proceeding with any work.

a. **Failure to Respond:** Failure to respond in person within one (1) hour of the City's first attempt to contact Yunex's appointed representative may result in a $250.00 penalty per incident. Failure to respond by Yunex by telephone or in-person within 30 minutes of a second attempt will subject Yunex to an additional $500.00 penalty per incident. If Yunex fails to response to any City contact after 2 hours the city will consider Yunex non-response and will be penalized $1,000 for failure to respond.

2. Routine Service Outage Repairs: Yunex will repair, within two (2) working days, routine outage service calls made by the City. The routine service call(s) will be considered as part of the monthly maintenance fee, and no additional compensation will be paid for this service. Lenses and reflectors will be cleaned and polished every time the light is serviced or replaced. All defective, broken or deteriorated parts of the fixture will be replaced with new parts as part of every repair. Yunex will be responsible for coordination with SCE as needed if City services are affected.

Update Citywide Inventory and Facility Lighting Assessment & Identification Tagging

1. Existing Inventory: Update Chino's citywide inventory of Street Lighting Assets, service points, and lighting systems. Yunex will be provided with the latest GIS shapefiles, spreadsheets, and other data containing the current inventory of the citywide streetlights, service points, and other lighting systems. Yunex will review and prepare updated versions of these files based on physical conditions in the field.

2. Lighting Asset Tagging: During the first year of the contract, Yunex will procure and attached identification tags to each city lighting asset covered by this contract. Lighting identification tagging will follow the following specification:

3. Schedule: During the first 9-months of the first year, Yunex will inventory, in a GIS format, all street light poles and service points and assess their physical condition. The updated inventory will include the following minimum data: Location of assets, street light pole number, pole type, fixture type, fixture wattage, pole height, arm length, service point address, number of fixtures attached to each service, circuit type (series, parallel or other), and install date (if able to be known).

4. Inventory Details: Additionally, other city facility lighting systems along city-owned walkways, paths, and within parks (excluding sports lighting and lighting on existing structures and buildings) will be located, inventoried, and assessed in a GIS format. Data collection efforts will include the facility name, address, number of assets, type of asset, fixture of asset, wattage of asset, date asset was installed (if able to be known), and the condition of the asset (Good, Fair, or Poor). Where "Good" means in good working order and with no signs of damage or

deterioration, “Fair” means signs of deterioration but does not require repair or replacement, and “Poor” means significant signs of damage and deterioration and needs repair or replacement.

5. Final Submittal: The final draft of the City Lighting Asset Inventory and Facility Assessment will be completed and submitted for approval to the City for review before the completion of the first year of the contract. The street light inventory and assessment will be completed and submitted to the City for the first draft review within the first 9 months of the contract, allowing for 2 months for the City to review and comment and for Yunex to finalize and submit for final approval during the final month. Yunex will modify the electronic data files so that the format is compatible with the City’s existing systems in coordination with the Public Works GIS Analyst.

Extra Work

1. Extra Work Defined - If the malfunction is determined to be above and beyond normal monthly routine and preventative maintenance the work will be considered Extra Work. A cost estimate to perform any extra work will be approved by the city prior to commencing work. Extra work will include repair and replacement of substantial damage caused by vehicle collision, vandalism, civil disorder, excavation of surrounding area, weather events or other acts of nature. The city has the option not to authorize the Extra Work to Yunex.

2. Cost of Extra Work – Unless otherwise noted the compensation for Extra Work will be set at the rates specified in the Compensation Schedule tables for Extra Work. The costs associated with the diagnosis and cost of the repair will be considered part of the monthly routine maintenance fee, unless the problem is related to a power feed problem with Southern California Edison (SCE). Yunex will provide the city with a cost estimate for labor, supervision, materials, equipment, traffic control and other related costs of the Extra Work outside of items listed on the Compensation Schedule tables for Extra Work.

3. Extra Work Schedule – The time to effect repairs under Extra work will be agreed to in writing prior to commencing work as part of the approval. Extra Work not completed within the agreed upon completion date will have subject to penalties assessed at the rate of $500.00 per day until work is completed unless otherwise approved by the City.

4. Markups allowed for Extra Work – Markups for extra work by Yunex will be added to Yunex’s costs, using the following percentages, and will constitute the full markup for all overhead and profits:

a. Labor 15%

b. Materials 10%

c. Tools and Equipment Rental 10%

d. Other Items and Expenditures 5%

e. Subcontractor 5%

f. To the sum of the costs and markups provided for in this subsection, no more than 1% will be added as compensation for bonding.

Encroachment Permit - Prior to the performance of any excavation work or work in the public right-of-way, Yunex will obtain a Chino Encroachment Permit. (See Appendix for Encroachment form) Any excavations require USA Dig-Alert notification at least 48 hours in advance of any work to allow for utility marking. **USA Dig-Alert: (800) 227-2600**

Advance Public Notification of Work – Yunex will furnish advance notices of maintenance operations to adjacent residences or businesses. Notices will be distributed no later than 48 hours prior to start of work. These notices will not be placed in mailboxes or attached to mailbox posts, but will be hand delivered to all residential, commercial business units on affected streets. Notices will be prepared and approved prior to delivery by Yunex.

Temporary Parking Restrictions – For scheduled work, Yunex will notify the City seven (7) calendar days in advance of parking restrictions when needed. Legal "No Parking Tow Away Zone" signs, per the Special Provisions, including specific dates and time frames will be supplied and posted along each route by Yunex **72-hours** prior to the start of work, Yunex will also notify the Police Department in advance of posting. Signs will be posted at all intersections, at the end of all cul-de-sacs and on each side of the street at a maximum of 150 feet between signs. Signs may be attached to existing streetlight standards and traffic control barricades but will not be allowed to be attached to trees, mailboxes, or wooden utility poles. When necessary, Yunex will furnish temporary posts or barricades.

Response Times

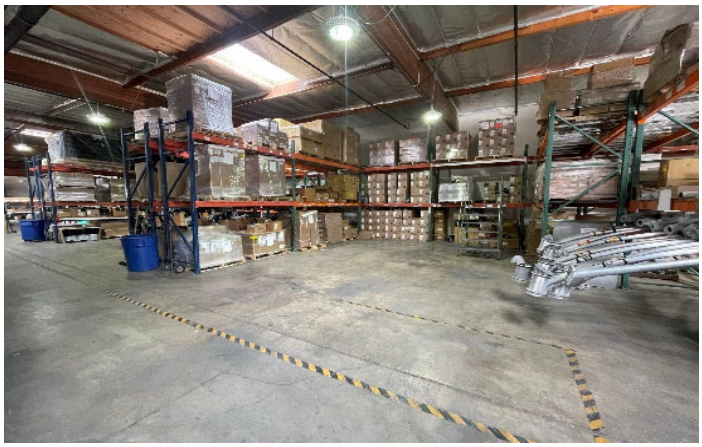
To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site ***within one (1) hour*** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

Our Ability to Supply

Yunex Traffic technicians will be equipped with various types of industry equipment. We fully stock our bucket trucks with LED's, luminaries, and many more required parts for typical streetlight repair/installation.

Yunex Traffic maintains an extensive inventory of streetlight equipment including, luminaries (HPS, MH, MV LPS and LED), service enclosures, and other miscellaneous parts. This extensive inventory combined with our vast experience enables our team to repair or replace damaged equipment expeditiously and professionally.



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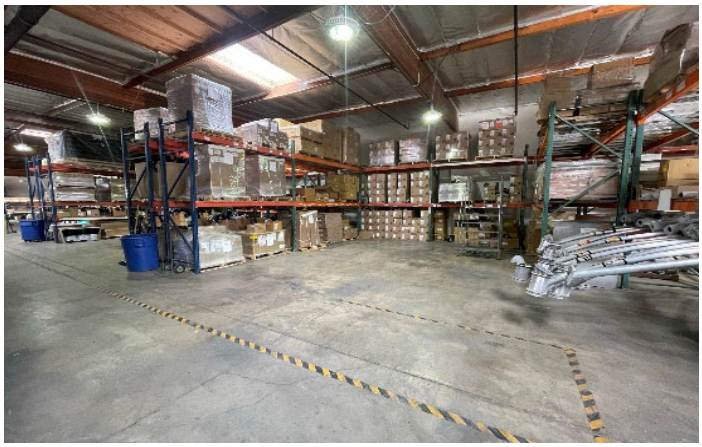

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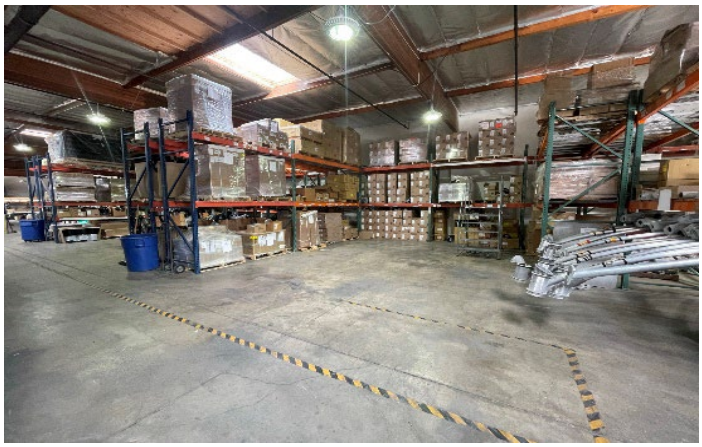

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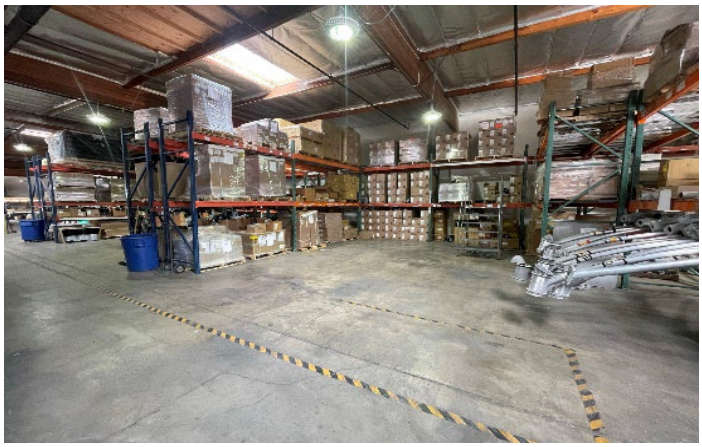

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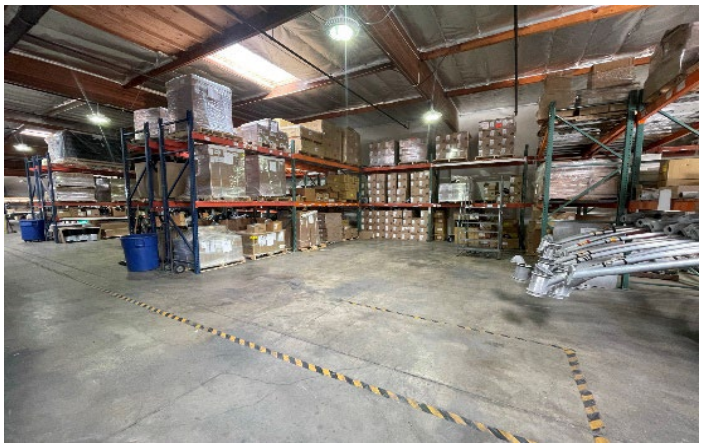

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Spare Equipment
Yunex Traffic has over $1,500,000 in local inventory available to the City of Chino:

- 150+ - Various types/sizes of Marbelite concrete streetlight poles
- 100+ - Luminaire Mast Arms of various lengths
- 200+ – Streetlight luminaires of various manufactures and wattages
- 250+ - Photocells/shorting caps from various manufactures
- 50,000+ - Feet of various wire types

Training
Yunex Traffic recognizes the importance of training as a benefit not only to our staff, but also to ensure a quality project. On-going training alleviates frustrations and establishes a solid foundation for service execution, results, and performance. We provide a variety of training options including project based; webinars; on-site classroom training; tailgate safety training, and custom training packages. In addition to project, product, and manufacturers training, we provide OSHA training as well as comprehensive environmental, health and safety programs including specific training on bucket trucks, utility line safety, and other safety protocols. Further we encourage all our service and operations staff to continue their education and ongoing training, obtaining all applicable certifications.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL COST
1	Monthly Inspection and Assessment Report	1	LS	$**3,000.00**	$**3,000.00**
2	Cost per street light per month for routine preventative maintenance of street lights not a part of a Lighting Maintenance District.	1,639	EA	$ **1.30**	$ **2,130.70**
3	Cost per street light per month for routine preventative maintenance of street lights included in a Lighting Maintenance District.	2,191	EA	$**1.30**	$**2,848.30**
4	Cost per parking lot light per month for routine preventative maintenance of City-owned parking lot lights.	241	EA	$**1.65**	$**397.65**
5	Cost per park facility / pathway light per month for routine preventative maintenance in Parks.	289	EA	$**1.65**	$**476.85**
6	Cost per month for monthly routine preventative maintenance for newly replaced street lights and decorative lights under warranty as defined in the attached City Maps.	482	EA	$**1.30**	$**626.60**
TOTAL MONTHLY COST FOR ROUTINE PREVENTATIVE MAINTENANCE (ITEMS 1-6)				$ **9,480.10**	
7	Cost to retrofit existing lighting asset fixture to new *City* Furnished LEDs fixtures. Quantity is estimated monthly volume.	10	EA	$**95.00**	$**950.00**
8	Cost to retrofit existing lighting asset fixture to new *Contractor* Furnished LEDs fixtures. Quantity is estimated monthly volume.	200	EA	29W - $480.00 37W - $510.00 $ 68W - $650.00 76W - $690.00 121W - $835.00	$ 96,000.00 $102,000.00 $ $130,000.00 $138,000.00 $167,000.00
9	Delivery (within first 9 months) of the draft Citywide Lighting Inventory and Facility Assessment to the City for review.	1	LS	$**64,000.00** **Based upon quantity of 3,400**	$**64,000.00**
10	Delivery (before the end of the 1 year) of final approved Citywide Lighting Inventory and Facility Assessment Report.	1	LS	$ **20,000.00** **Based upon quantity of 3,400**	$**20,000.00**
11	Cost to procure and install lighting asset tagging in coordination with the inventory assessment.	3,400	EA	$ **19.00**	$ **64,600.00**
TOTAL PRICE FOR INVENTORY ASSESSMENT REPORT ~~(ITEMS 7-8)~~				$**84,000.00**	

Corrected as incorrect Bid Items were noted: (ITEMS 9-10)

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL COST
1	Minimum Emergency Call-out (2-hours on-site). Includes TCP, debris removal, disposal/salvage, and securing site.	1	EA	$ **600.00**	$ **600.00**
2	Additional emergency cost per hour past initial 2-hours.	1	HR	$ **255.00**	$ **255.00**
3	Streetlight pole replacement	1	EA	$ **6,300.00***	$ **6,300.00***
4	Streetlight pole foundation replacement	1	EA	$ **4,200.00**	$ **4,200.00**
5	Rewire/repair damaged asset wiring to nearest adjacent pull boxes.	1	EA	$ **950.00**	$ **950.00**
6	Replace the electrical service cabinet	1	EA	$ **5,300.00**	$ **5,300.00**
7	Replace mast arm/tenon (not the pole)	1	EA	$ **1,400.00**	$ **1,400.00**
8	Replace park/facility pole	1	EA	$ **7,300.00**	$ **7,300.00**

*** Does NOT include Decorative Pole 5B129 (due to increased pricing). Will need to quote separately.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the following schedule:

Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Manager. Consultant will coordinate with the City and project staff to ensure timely completion of services and adherence to approved task schedules.

III. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: LINDA REICH, CITY MANAGER

FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION

SUBJECT

Award of Contract – Shady Grove Park Improvements Project (PK262).

RECOMMENDATION

1) Award a Professional Services Agreement in the amount of $212,240 to Architerra Design Group, Rancho Cucamonga, CA for design services for the Shady Grove Park Improvements Project (PK262); 2) authorize expenditures of up to $21,224 for project contingencies for a not-to-exceed potential contract amount of $233,464; 3) appropriate $133,464 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of $233,464; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

This additional appropriation of $133,464 for Shady Grove Park (PK262) is part of the Measure V Initiative and supports the City Council's commitment to allocating resources toward community park enhancement projects. There are sufficient General Fund reserves for this project.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Commitment to Our Community
- Responsible Long-Range Planning

Revenue:	Expenditure: 3408300-48004-40010-PK262
Transfer In: 3401000-50000	Transfer Out: 1001000-40001

BACKGROUND

In March 2024, Chino voters approved Measure V, a one-cent sales tax increase to fund essential City services, such as park improvements. During the same year, the Community Services, Parks & Recreation Department's Parks and Facilities Division completed a citywide assessment of playground equipment and safety surfacing at all City-owned and maintained parks. The resulting condition data informed a replacement schedule based on age, safety/compliance, and lifecycle status. Shady Grove Park was built in 2005, encompasses approximately seven acres of open space, and includes a picnic pavilion, playground, restroom building, and walking path. The playground and pavilion were identified for early-phase replacement due to condition and utilization.

The improvement project is also based on the Shady Grove Park accessibility survey completed in May 2019, which identified necessary accessibility improvements throughout the park, such as accessible paths of travel, compliant picnic tables, and replacement and relocation of existing restroom fixtures. The project will also include LED lighting upgrades, parking lot redesign to increase capacity, and related utility work to meet current codes and standards.

Architerra Design Group was selected from the City's list of pre-qualified on-call consultants. Architerra is a well-established firm and has previously worked with the City of Chino on multiple projects. Their familiarity with City standards and processes positions them to efficiently deliver this project. At staff's request, Architerra submitted a detailed proposal to prepare plans, specifications, and construction documents in the amount of $212,240, inclusive of subconsultants for geotechnical, surveying/building scan, civil, architectural, electrical, and stormwater/hydrology services.

ISSUES/ANALYSIS

Staff is recommending that City Council authorize a Professional Services Agreement in the amount of $212,240 with Architerra Design Group, Rancho Cucamonga, CA for the design of the Shady Grove Park Improvements Project. In addition to the contract amount, staff is requesting to spend up to $21,224 on contingencies for unanticipated work, bringing the total potential contract to $233,464. This request requires appropriation of $133,464 to the Park Fund 340 with a backfill from the General Fund reserves for a revised project budget of $233,464.

Attachment: Architerra Design Group – Agreement/Proposal

Project Name/No.: _____ **Contract No.: _____**
Project Manager: _____ **Approved: _____**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO AND ARCHITERRA DESIGN GROUP

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 16th day of December, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and Architerra Design Group, a landscape architectural service provider ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder

and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant 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 one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Twelve Thousand Two Hundred Forty Dollars and Zero Cents ($212,240.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Andrew Krumweide	President
(Name)	(Title)
Greg Denson	Principal
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Michael Milhiser, Project Coordinator, or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event 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.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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.

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and No Cents ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Silvia Avalos, Director of Community Services, Parks, and Recreation

CONSULTANT:

Architerra Design Group

By:_____
Name: Andrew Krumweide
Title: President

By:_____
Name: Greg Denson
Title: Principal

Address: 10221-A Trademark St.
Rancho Cucamonga, CA 91730

_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

OCTOBER 16TH, 2025 | CITY OF CHINO

*Current Shady Grove Park Playground

PROPOSAL RESPONSE

Shady Grove Park Improvements Project- Design

Landscape Architectural Services

ARCHITERRA DESIGN GROUP

Submitted By:
Architerra Design Group
Gregg Denson, ASLA, PLA #4302, President
gdenson@architerradesigngroup.com
(909) 484-2800 EXT. 1015

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Vila Borba Park, Chino Hills

Project Overview

The City of Chino is requesting proposals for design improvements at Shady Grove Park, located at 6776 Chino Avenue. The project's scope involves several key enhancements to increase accessibility and improve park amenities for the community. Planned upgrades include ADA improvements in accordance with the City's ADA transition plan, ADA improvements to the existing restroom building, replacement of the current picnic pavilion and playground with a new, accessible playground, and an upgrade of the park's lighting to LED. Additionally, the existing parking lot will be expanded and a new trash enclosure will be added to better serve park visitors. The goal of these improvements is to increase accessibility for the public, provide a new playground with recreational amenities, and revitalize the existing park while preserving elements that are loved by the community.

Some specific features of the project include improvements to hardscape and restrooms to meet ADA standards, the installation of an accessible nature/grove/tree-themed playground, with rubber tile play surfacing, a new shade structure, updated site lighting and an expanded parking lot.

Additionally, it is our understanding that the City is looking to fast track this project with the goal to get plans in for first plan check/city review by the end of March of 2026, with the project going out to bid by June of 2026.

ADG Team Advantages

a

Architerra Design Group (ADG) has extensive experience with similar park renovation and improvement projects. Our firm specializes in creating accessible, functional, and aesthetically pleasing public spaces.

ADA Improvements

We have a strong track record of successfully implementing ADA transition plans through comprehensive hardscape and restroom improvements. Our past projects demonstrate our expertise in bringing parks into full ADA compliance:

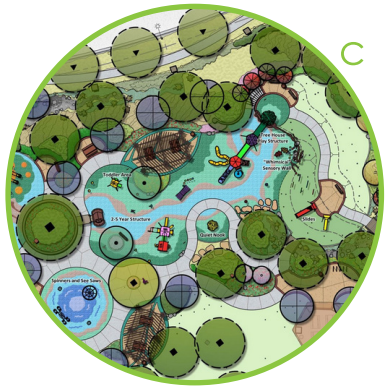
- Hillbrook Park (a)(Signal Hill): A complete park renovation that included a full ADA overhaul of pathways and hardscapes.
- Sunset Park (Montclair): Renovation project that resulted in ADA-compliant pathways, hardscaping, two restrooms, and two playgrounds.
- Dominguez Park (Redondo Beach): Successfully upgraded to include fully ADA-compliant pathways, hardscape, and a playground.

b

Playground Design and Replacement

Our team excels at designing and replacing playgrounds with universally accessible and thematically rich designs. We specialize in using modern, safe materials like rubberized surfacing and rubber tile systems.

- Hamilton Park (Pomona): Designed a universally accessible, themed playground, based off community inputs.
- Tierra Rejada Park (Moorpark): Developed a preliminary design for an all-inclusive, accessible playground with a natural, whimsical theme and varying elevations, including a custom sensory wall.
- Vila Borba Park (b)(Chino Hills): Designed a new playground with **rubber tile surfacing**.
- Riverbend Park (Jurupa Valley): Designed a fully accessible playground with a river/nature theme and custom surfacing.


c

Lighting and Parking Lot Upgrades

Our design capabilities extend to improving park infrastructure, including LED lighting upgrades and parking lot redesigns that maximize space and functionality.

- Tierra Rejada Park (c)(Moorpark): Developed a conceptual design that included a full upgrade to LED lighting.
- Saratoga Park (Montclair): Redesigned the parking lot to increase the number of stalls and address community needs.
- Villegas Park (Riverside): Redesigned the parking lot to increase stalls and incorporate features like tree planters for added shade.

Subconsultants

ELECTRICAL ENGINEERING

JCA Egineering Inc.
James Corns
Principal
909-864-0223
james.corns@jcaeng.com

JCA Engineering is dedicated to providing efficient innovative architectural lighting design services, and state-of-the-art electrical engineering. JCA is a Certified Small Business Enterprise. Projects successfully completed within the last year represent total construction values exceeding thirty million dollars. Those projects encompassed active and passive recreational sites, sports complexes, arenas, new and renovated educational facilities, efficient public works facilities, religious facilities, and streetscapes for community revitalization.

Projects Collaboration with ADG
- Hillbrook Park
Client: City of Signal Hill
- Phil and Nell Soto Park
Client: City of Pomona

CIVIL ENGINEERING

L.D. King, Inc.
Carla Bernard
Principal
909-945-0526
cbernard@ldking.com

L.D. King, Inc. is a full-service civil engineering, planning and land surveying firm serving Southern California. Founded in 1965, L.D. King, Inc. has a long history of providing high-quality professional consulting services. Our firm's longevity is based on our commitment to provide exceptional service. All work will be performed in our Ontario office. We have the latest industry software and graphics equipment to process, plot and print plans and exhibits in-house.

Projects Collaboration with ADG
- Celebration Park
Client: Lewis Homes
- Sunset Park
Client: City of Montclair

GEOTECHNICAL

GeoTek
Anna Scott
Project Geologist
951-710-1160
ascott@geotekusa.com

GEOTEK is a full service consulting firm specializing in geotechnical, construction materials testing and inspection services and environmental services since it was incorporated in 1997. Their services are provided by a diverse team of professional who are passionate about their careers and who carry a specialized knowledge of their profession. We approach every project with a team concept in mind, and our reputation for high quality and timely service at competitive rates has established us as an industry leader.

Projects Collaboration with ADG
- Hillbrook Park
Client: City of Signal Hill
- Tierra Rejada Park
Client: City of Moorpark

Parklane Park, Ontario | *Citrus and Summit Park, Fontana* | *Hamilton Park, Pomona*

ARCHITECTURE

SVA Architects
Judy Cheng
Principal
949-809-3380
jcheng@sva-architects.com

SVA ARCHITECTS

Since its founding in 2003, SVA Architects, Inc. has offered architectural planning and design services to civic and municipal clients across California and the western United States. SVA consistently provides an array of comprehensive architectural and master planning services. Throughout this time, SVA has been able to receive both new and repeat work commissions based on our reputation, client satisfaction, educational experience, design excellence, technical expertise, sustainable design approach, teamwork, and our overall commitment to our clients.

Projects Collaboration with ADG
- Moreno Valley Amphitheater Restroom

Client: City of Moreno Valley
- Jurupa City Hall

Client: City of Jurupa

PLAYGROUND MANUFACTURER

Landscape Structures, Inc.
Taylor Smith
Sales Consultant
909-767-0201
tsmith@coastrecreation.net

landscape structures

Landscape Structures is committed to creating a better world by encouraging outdoor activities that develop healthy kids, families and communities. Our commercial playground designs create play areas that welcome all ages and abilities, become signature gathering spaces for communities and offer the most innovative and inclusive playground experiences.

Projects Collaboration with ADG
- Tierra Rejada Park

Client: City of Moorpark
- Sunset Park

Client: City of Montclair

Landscape Structures, Inc. has a subsidiary company, "**Skyways**", which will be providing shadesails for this project.

STRUCTURAL ENGINEERING

RGSE, Inc.
Jeff Lubberts, SE
Principal
805-522-3379x113
jeffl@rgseinc.com

RGSE Inc.

RGSE, Inc. strives to be a leader in providing value-added structural engineering services to our clients by creating a successful partnership with them throughout the design and construction process. Our pledge is to establish lasting relationships with our clients by exceeding their expectations and gaining their trust through exceptional performance by every member of our engineering and design team.

Projects Collaboration with ADG
- Dominguez Park

Client: City of Redondo Beach
- Moorpark Metrolink Bus Stop

Client: City of Moorpark

SHELTER SYSTEMS

ICON Shelter Systems, Inc.
Chad Barry
Consultant
(951) 541-8380
cbarry@uniquerecreationinc.com

ICON Shelter Systems Inc

ICON Shelter Systems, Inc. was started in 2004 by a team of creative industry experts in Holland, MI. We believe in leadership by innovation. Our commitment to customer relationships, personalized design services, and in-house engineering and manufacturing processes empower us to transform our customers thoughts, dreams, and ideas into the most Iconic shelter experiences in the world.

Projects Collaboration with ADG
- Sunset Park

Client: City of Montclair

Project Approach:

ADG brings proven experience designing award-winning parks and partnering successfully with cities across Southern California. We understand how to deliver creative, functional designs that respond to site conditions and stay within budget. Our team is prepared to work closely with the City of Chino to bring your vision to life, on time and with purpose.

Upon notice to proceed, ADG will meet and coordinate with the City to review the proposed scope, budget, project details, and confirm a project start date and key milestones A preliminary project schedule has been provided in this proposal. Based on the agreed-upon start date and milestones, we will update our project schedule accordingly. Following this discussion, our team will prepare a site plan base from the topographic survey and perform a comprehensive site analysis in conjunction with the ADA accessibility assessment report (provided by the City of Chino) to document existing conditions, utilities, and ADA conflicts.

The findings from this site analysis will help identify the opportunities and constraints existing on site for the overall redesign and ADA retrofit criteria. These insights will be integrated into the stated objectives discussed during the initial kick-off meeting with the City along with desired park amenities and will provide a launching point for the two conceptual park design alternatives for City review and selection, one "minimum" approach with standard improvements and amenities and the other being a "Wow Factor" design with higher end amenities.

ADG will facilitate two design review meetings with the City following the initial kick off; the first to present two conceptual design alternatives, taking note of the City's preferred design and any feedback for revisions. The second meeting will be to review the final design concept and supporting exhibits, incorporating all the feedback from the previous meeting. At this time the City can provide any further minor comments for finalizing the design. Additionally, we have included time for a preliminary cost estimate based off the final design.

If no further input is required and the concept is approved, ADG will proceed into the Construction Document Phase. This phase will include the development of the following:

- Geotechnical Report (Geotek)
- Demolition Plans
- Construction plans (Layout and Hardscape)
- Irrigation Plans
- Planting Plans
- Construction, Irrigation, and Planting detailing and specifications
- Lighting and Electric Plan (JCA)
- Grading and Drainage Plans (LD King)
- Restroom Retrofit Plans (SVA)
- Structural Engineering (LSI, Skyways, ICON, and RGSE)

Additionally, ADG has included Bidding Support and Construction Administration for the construction of the new park, of which the City anticipates the timeline taking one year from start to completion.

Throughout the process, we will incorporate City feedback, facilitate revisions, and provide technical support, including RFI responses, submittal reviews and any shop drawings.

Our subconsultant team will provide the following services. Their proposals are included in the separate fee package, which provides specific details of their services.

Subconsultant Overviews (full subconsultant proposals are included in the Appendix):

JCA Electrical Engineering:
JCA Electrical will provide electrical construction documents reflecting new parking lot lighting, parking lot replacement lighting, walkway pole replacement lighting, playground pole replacement lighting, monument sign lighting, covered shelter replacement lighting and restroom building replacement lighting at existing park.

L.D. King Civil Engineering:
L.D. King will conduct surverying services through boundary research, aerial topographic mapping, preparing a base file and conducting a field topo. Additionally they will prepare construction documents which will include a precise grading a drainage plan and construction support.

GeoTek Geotechnical:
GeoTek will conduct a subsurface investigation to characterize soil conditions. Then a field investigation will begin with staking exploration locations, a project representative review for utility clearance, excavating four hand auger borings and two infiltration borings for infiltration testing, and contacting Underground Service Alert (USA). GeoTek will then prepare a Limited Geotechnical and Infiltration Evaluation report within approximately ten working days following the site exploration.

SVA Architecture:
SVA Architecture will provide architectural services for the park restroom building which will include the following scope: assessment and conceptual design, construction documents which will include cost-estimates and specifications, and plan checking.

RGSE Structural Engineering:
RGSE will provide structural engineering services for a new trash enclosure (one design) for the project.

Landscape Structures Inc. Playground Manufacturer:
Landscape Structures will be the playground manufacturer. There is an estimated fee of $10,000 based off an estimated scope of work for the project. Their subsidiary company, Skyways, will provide shade sails for this project. The structural plans for the shade sails are included in the purchase fee of their equipment.

ICON Shelter Systems:
ICON will provide the new shade structure, which will be $3,500 per structural design.

Project Assumptions:

- The Parking Lot Expansion is a priority for the City and as such ADG has included all the optional fees from **LD King** and **JCA** to account for the possibility of additional work required. We've also included a fee from **RGSE** for the structural engineering of the trash enclosure that will be designed by ADG.

- The City has indicated that once the contract is approved, the project will have a tight turn around schedule, with roughly 1 month for the conceptual design phase and two months for the construction document phase. ADG has included a Gantt chart schedule for City review.

- The structural engineering fees for the prefabricated structures are estimates based off the manufacturers representatives. These fees may change as the project moves forward and ADG cannot guarantee that they remain as shown in the project scope. If at a later date the estimated structural fees for the prefabricated play and shade structures changes, ADG will notify the City of the change, and provide a change order to cover the extra costs for the structural engineering.
    - The City specifically requested that there will be no deferred submittals regarding amenities requiring structural engineering, which is why ADG provided estimated fees to front load the price of engineering for City Council review.

- 3D renderings of the playground will be provided by **LSI**, ADG will work with **LSI** to get the two proposed playgrounds designed for the initial concept reviews, and **LSI** will provide those initial renderings. When the City has selected their preferred design alternative **LSI** will provide finalized renderings of the play area.
    - 3D renderings will only show the play area and will not include a 3D rendering of the whole site. If the City would like a 3D rendering of more than just the play area, ADG can request a quote from our 3D Modeling Consultant.

- The ADA Site Survey provided by the City will be used as a guideline by ADG for addressing the ADA issues where they occur on site. ADG will work with our subconsultant, **LD King**, to address corrections needed to the hardscape, parking and picnic seating areas

Our Scope of Services are further detailed below and are listed in order of anticipated completion.

Scope of Services

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Conceptual Design:

1. Project Kick-Off meeting with Client to discuss the project goals and schedules. (Virtual)
2. Site Visit/Field Inventory to review existing conditions, opportunities and constraints.
3. Geotechnical Soil Sample for Geotechnical report (for the construction document phase) to be performed and provided by **Geotek Engineering**. Geotechnical report to be provided within 10 working days for use in the construction document phase. (Structural & Infiltration)
4. Program Development.
5. Base Sheet Development at 1" = 30' scale, on 30" x 42" sheet format, one sheet total, using an AutoCAD topographic survey, provided by **L.D. King**.
6. Base Sheet Development at 1" = 10' scale, on 30" x 42" sheet format, one sheet total, using an AutoCAD topographic survey, provided by **L.D. King**.
7. Preparation of informal overall tissue design sketches. Two (2) proposed design alternatives, one a budget friendly "basic" improvements concept and another with "Wow Factor" higher end improvements and amenities for review and comment by Client. Design sketches will also be used to discuss initial construction budgets.
8. Preparation of informal enlargement tissue design sketches of the play areas to showcase the "Basic" and "Wow Factor" playground designs. Two (2) proposed design alternatives.
9. Rendering of design sketches for presentation to the City.
10. 3D Rendering of each proposed playground design alternative, one for each concept, two (2) total by **LSI**.
11. Prepare theme and materials board (up to three) to cover proposed site amenities, material choices, and plant palette.
12. Preliminary Restroom retrofit photo markups to be provided by **SVA** for City review of proposed scope of work changes and approval.
13. Client design progress review meeting to review the two (2) design alternatives. At that time, the City will provide direction on their preferred alternative. One (1) virtual meeting total.
14. Minor conceptual revisions of preferred design alternative.
15. Preparation of budgetary estimate of probable construction cost.
16. Client preferred concept review meeting. One (1) virtual meeting total.
17. Project Administration (Bi-Weekly Status Report and Project Scheduling).
18. Telephone Consultation.
19. Consultant Coordination.

B. Construction Document Phase:

1. Prepare title sheet (using the City of Chino title block). 24" x 36" Sheet, at 20-scale.
2. Prepare Demolition Plan ADG indicating all removals and items to remain relating to the landscape portions of the site. The demolition plan for the improvements at the restroom will be per **SVA**. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
3. Prepare Grading/Drainage Plans and LID plans by Civil Engineer (**LD King**).
4. Prepare Storm Water Pollution Prevention Plan (SWPPP) (**LD King**).
5. Prepare Water Quality Management Plan (WQMP) (**LD King**).
6. Coordination with Civil Engineer.
7. Prepare Construction Plan for layout and detailing of hardscape, amenities, surfacing, etc. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
8. Playground vendor coordination (**LSI**), layout plans and final color selections.
9. Prepare construction details for all proposed construction items and amenities. Structural engineering details and responsibilities described in item #15.
10. Material and site furnishings selections & coordination.
11. Electrical Engineering plans to be provided by **JCA**.
12. Coordination with Electrical Engineer.
13. Restroom Retrofit Construction Plans to be provided by **SVA**.
14. Coordination with Architect.
15. Structural Engineering Coordination with playground manufacturer (**LSI**), shade structure manufacturers (**Skyways & ICON**) and **RGSE** Structural Engineers to provide structural engineering for the proposed new Trash Enclosure. $10,000 estimated for structural engineering for a "Wow Factor" playground by **LSI**, shade sail engineering is built into product price by **Skyways**, $3,500 per unique overhead steel structures for the structural engineering by **ICON**, & $5,000 for the trash enclosure structural engineering by **RGSE**.
16. Prepare Landscape Irrigation Plans. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
17. Prepare Water Efficiency Landscape Worksheet. *
18. Prepare 2 Irrigation Controller Charts. *
19. Prepare irrigation details.
20. Prepare Landscape Planting Plans. 24" x 36" Sheet, at 20-Scale, 2 sheets total.
21. Prepare planting details.
22. Provide Soils Test and Soils Management Report. *
23. Prepare Annual Irrigation and Planting Maintenance Schedule. *
24. Prepare construction specifications (8.5" x 11" Book Form).
25. Prepare final probable construction cost estimate based off Bid-Ready Plans.
26. In-house plan checking and plan check corrections.
27. Submit completed plans for City's review and comments. Revise plans based on City comments.

28. Agency plan check corrections.
29. Package coordination.
30. Client/Agency/Consultant progress meetings. Four (4) meetings total, spaced at 50%, 75% 90-100% & post plan check comments. (Virtual)
31. Meeting preparation/meeting agenda and minutes.
32. Project administration (Preparation of bi-weekly status report and project scheduling).
33. Telephone consultation.
34. Utility Research (irrigation point of connection, pressure).

C. Bidding Phase:

1. Attend a Pre-Bid meeting.
2. Review and answer RFI's (requests for information) from contractors relating to questions in the bidding phase.
3. Restroom Retrofit Bid Support by **SVA**.

D. Construction Observation Phase:

1. Attend the pre-construction kick off meeting. (one, on site meeting)
2. Review and approve submittals provided by the Contractor.
3. Respond to RFI's. (requests for information)
4. Shop Drawing Review as needed.
5. Construction observation site visits. City anticipates Bi-Weekly meetings for the duration of the project (1 year, 26 meetings). Twenty-six (26) meetings are programmed at the request of the City.
6. Final site certification walk, will include final punch list and certification of the site once approved.
7. Preparation of site review reports for submittal to City for review, and contractor for correction. (twenty-eight (28) reports total)
8. Preparation of digitized irrigation As-Builts based off contractor mark-ups/redlines for Irrigation portion of project.
9. Civil Engineering Construction Administration provided by **LD King**.
10. Electrical Engineering Construction Administration and shop drawing review provided by **JCA**.
11. Architectural Construction Administration for on-site restroom building, provided by **SVA**.

* Items required for AB 1881 California Water Efficient Landscape Ordinance.

Fees Schedule

The fee schedule outlined below represents a fixed fee for services associated with both the design and construction phases of the Shady Grove Park project. These fees are based on the defined scope of work and are intended to cover all necessary tasks outlined in our proposal.

A: Conceptual Design Phase:		**$43,290.00**
Architerra (Landscape Architect)	*$19,705.00*	
Geotek (Geoengineering)	*$7,370.00*	
LD King (Civil Engineering)	*$12,700.00*	
SVA Architects (Architectural)	*$3,515.00*	
B: Construction Document Phase:		**$131,405.00**
Architerra (Landscape Architect)	*$50,370.00*	
LD King (Civil Engineering)	*$25,700.00*	
JCA Engineering (Electrical Engineer)	*$27,400.00*	
SVA Architects (Architectural)	*$9,435.00*	
ICON (Structural)	*$3,500.00*	
LSI Playground (Structural)	*$10,000.00*	
RGSE (Structural)	*$5,000.00*	
C: Bidding Assistance:		**$2,680.00**
Architerra (Landscape Architect)	*$1,755.00*	
SVA Architects (Architectural)	*$925.00*	
D: Construction Administration:		**$32,365.00**
Architerra (Landscape Architect)	*$26,190.00*	
LD King (Civil Engineering)	*$1,200.00*	
JCA Engineering (Electrical Engineer)	*$2,200.00*	
SVA Architects (Architectural)	*$2,775.00*	
PROJECT SERVICE SUBTOTAL:		**$209,740.00**
Estimated Reimbursable Allowance		$2,500.00
GRAND TOTAL (with estimated reimbursable allowance):		**$212,240.00**

Proposer: Signed 10/16/2025
Architerra Design Group
Gregg Denson, President, CA PLA #4302

X _____

Accepted By:
City of Chino
Michael Milhiser, Parks and Facilities Division

X _____

Architerra Design Group Hourly Rates

President/Principal.....	$200.00/Hour
Director.....	$175.00/Hour
Project Manager.....	$135.00/Hour
Landscape Designer.....	$125.00/Hour
CAD Designer.....	$110.00/Hour
Clerical.....	$65.00/Hour

Reimbursable Expenses

Reimbursable expenses can vary and are dependent on the needs and demands of the Client. The following costs shall be reimbursed at cost plus, and are not included in the Fee for Professional Services:

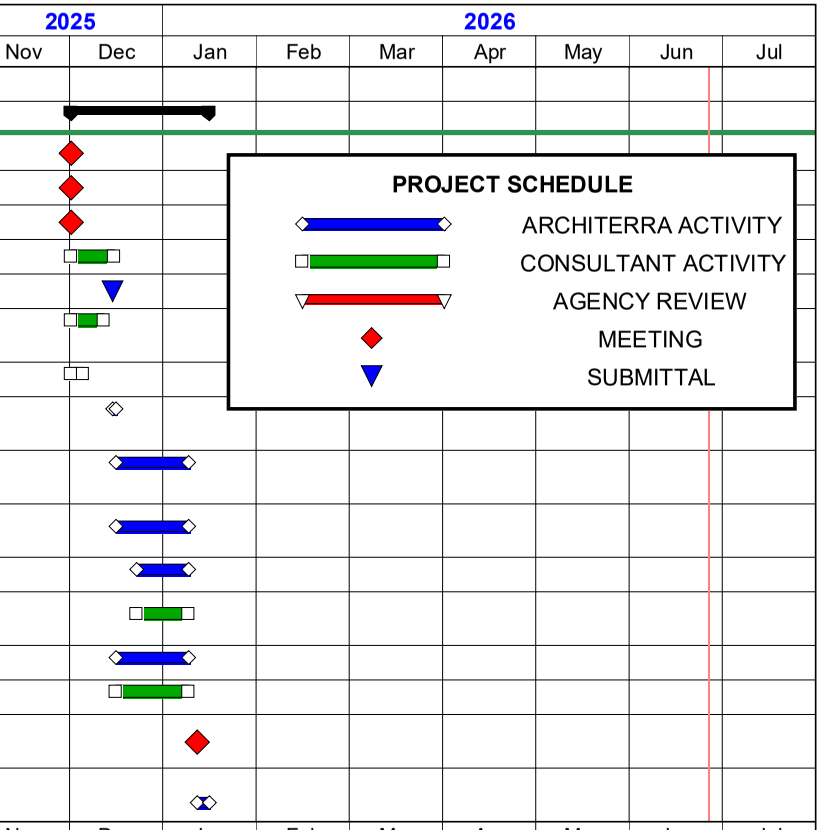
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.

- Third-Party Agronomic Soils Tests and Reports.

Tierra Rejada Park Sensory Wall, Morpark, CA

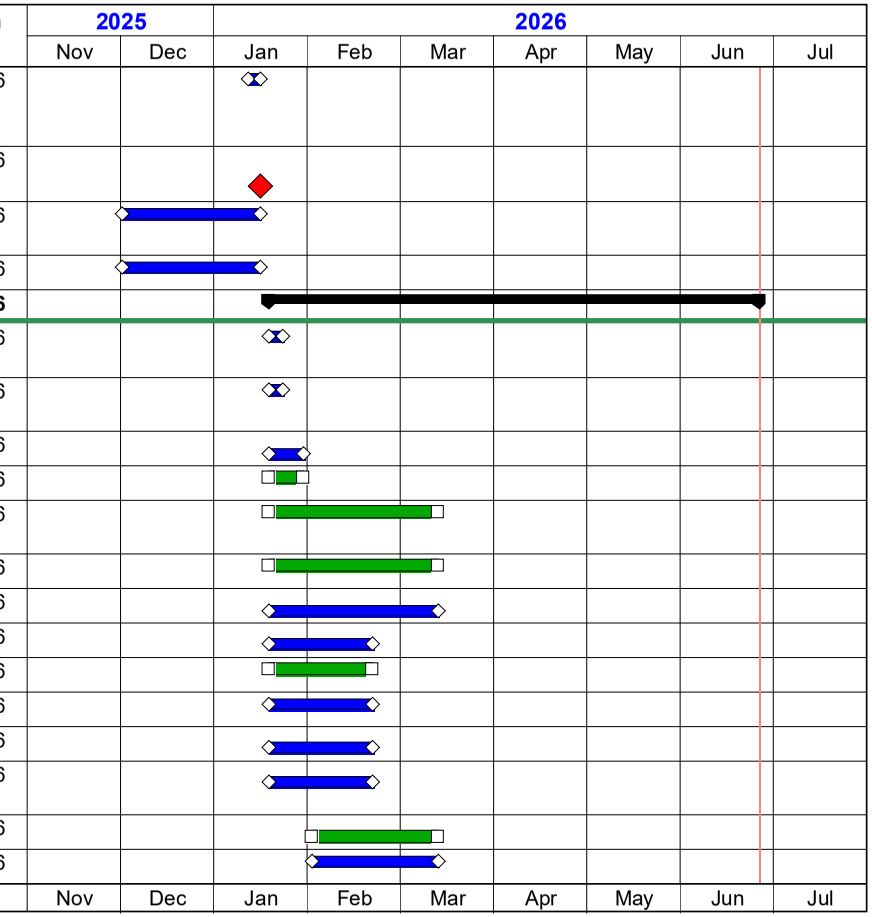
PRELIMINARY SCHEDULE OF WORK
SHADY GROVE PARK
CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date
1	**ARCHITERRA DESIGN GROUP**		
2	**CONCEPTUAL DESIGN PHASE**	**12/1/25**	**1/16/26**
3	PROJECT KICK OFF MEETING (VIRTUAL)	12/1/25	12/1/25
4	SITE FIELD VISIT/ FIELD INVENTORY	12/1/25	12/1/25
5	GEOTECHNICAL SOIL SAMPLE (GEOTEK)	12/1/25	12/1/25
6	GEOTECHNICAL ENGINEERING (GEOTEK)	12/1/25	12/15/25
7	GEOTECHNICAL REPORT SUBMITTAL	12/15/25	12/15/25
8	CITY ENGINEERING AERIAL TOPOGRAPHIC SURVEY (LD KING)	12/1/25	12/12/25
9	PROGRAM DEVELOPMENT	12/1/25	12/5/25
10	BASE SHEET DEVELOPMENT @ 30 SCALE & 10 SCALE	12/15/25	12/16/25
11	PREPARATION OF INFORMAL TISSUE DESIGN SKETCHES (2)	12/16/25	1/9/26
12	PREPARATION OF INFORMAL TISSUE DESIGN ENLARGEMENT SKETCHES (2)	12/16/25	1/9/26
13	RENDERING OF CONCEPTUAL DESIGNS (4)	12/23/25	1/9/26
14	3D RENDERINGS OF (2) PLAYGROUND OPTIONS (LSI)	12/23/25	1/9/26
15	PREPARE THEME AND MATERIAL IMAGE BOARDS	12/16/25	1/9/26
16	RESTROOM RETROFIT PHOTO MARKUPS (SVA)	12/16/25	1/9/26
17	CITY DESIGN PROGRESS REVIEW MEETING (VIRTUAL)	1/12/26	1/12/26
18	CONCEPT REVISIONS OF PREFERRED DESIGN SOLUTION (1) PER CITY COMMENTS	1/12/26	1/16/26



PRELIMINARY SCHEDULE OF WORK
SHADY GROVE PARK
CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date
19	PREPARATION OF BUDGETARY ESTIMATE OF PROBABLE CONSTRUCTION COST FOR THE FINALIZED CONCEPT (1)	1/12/26	1/16/26
20	CLIENT PREFERRED CONCEPT REVIEW MEETING (VIRTUAL)	1/16/26	1/16/26
21	PROJECT ADMINISTRATION, TELEPHONE CONSULTATION,	12/1/25	1/16/26
22	CONSULTANT COORDINATION	12/1/25	1/16/26
23	**CONSTRUCTION DOCUMENT PHASE**	**1/19/26**	**6/26/26**
24	TITLE SHEET PREPARATION (CITY OF CHINO TITLE BLOCK)	1/19/26	1/23/26
25	CONSTRUCTION DOCUMENT BASE SHEET PREPARATION @ 20 SCALE	1/19/26	1/23/26
26	SITE DEMOLITION PLAN PREPARED	1/19/26	1/30/26
27	RESTROOM DEMOLITION PLAN PREPARED (SVA)	1/19/26	1/30/26
28	CIVIL ENGINEERING GRADING AND DRAINAGE PLANS (LD KING)	1/19/26	3/13/26
29	WQMP & SWPPP PLANS (LD KING)	1/19/26	3/13/26
30	CIVIL ENGINEERING COORDINATION	1/19/26	3/13/26
31	CONSTRUCTION PLANS PREPARATION	1/19/26	2/20/26
32	PLAYGROUND PLANS PREPARED (LSI)	1/19/26	2/20/26
33	PLAYGROUND VENDOR COORDINATION	1/19/26	2/20/26
34	CONSTRUCTION DETAILS PREPARATION	1/19/26	2/20/26
35	MATERIAL AND SITE FURNISHINGS SELECTIONS & COORDINATION	1/19/26	2/20/26
36	LIGHTING AND ELECTRICAL PLANS (JCA)	2/2/26	3/13/26
37	COORDINATION WITH ELECTRICAL ENGINEER	2/2/26	3/13/26



PRELIMINARY SCHEDULE OF WORK
SHADY GROVE PARK
CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date
38	RESTROOM RETROFIT CONSTRUCTION PLANS (SVA)	2/2/26	3/20/26
39	COORDINATION WITH ARCHITECT	2/2/26	3/20/26
40	STRUCTURAL ENGNIEERING COORDINATION (LSI, SKYWAYS, ICON, AND RGSE)	2/2/26	3/20/26
41	IRRIGATION PLANS PREPARATION	2/9/26	3/13/26
42	PREPARE WATER EFFICIENCY LANDSCAPE WORKSHEET	2/9/26	3/13/26
43	PREPARE IRRIGATION CONTROLLER CHARTS	2/9/26	3/13/26
44	IRRIGATION DETAILS PREPARATION	2/9/26	3/13/26
45	PREPARE LANDSCAPE PLANTING PLANS	2/2/26	3/6/26
46	PLANTING DETAILS PREPARATION	2/2/26	3/6/26
47	SOILS TEST AND SOILS MANAGEMENT REPORT	2/2/26	3/6/26
48	PREPARE ANNUAL IRRIGATION AND PLANTING MAINTENANCE SCHEDULE	3/2/26	3/20/26
49	PREPARE CONSTRUCTION, IRRIGATION, & PLANTING SPECIFICATIONS IN BOOK FORMAT (8.5X11)	3/2/26	3/20/26
50	CONSTRUCTION DOCUMENT COST ESTIMATE PREPARATION	3/2/26	3/20/26
51	IN HOUSE PLAN CHECKING AND PLAN CHECK CORRECTIONS	3/23/26	4/3/26
52	PLAN CHECK SUBMITTAL	4/6/26	4/6/26
53	CITY/ AGENCY REVIEW (4-6 WEEKS)	4/6/26	5/15/26
54	AGENCY PLAN CHECK CORRECTIONS	5/18/26	5/22/26
55	CITY/ AGENCY REVIEW (3-4 WEEKS)	5/25/26	6/19/26
56	PACKAGE COORDINATION	1/19/26	6/26/26

PRELIMINARY SCHEDULE OF WORK
SHADY GROVE PARK
CITY OF CHINO, CA

	Activity Name	Start Date	Finish Date	2025 Nov	2025 Dec	2026 Jan	2026 Feb	2026 Mar	2026 Apr	2026 May	2026 Jun	2026 Jul
57	PROJECT ADMINISTRATION AND TELEPHONE CONSULTATION	1/19/26	6/26/26									
58	CLIENT/AGENCY/CONSULTANT PROGRESS MEETINGS AT 50%, 75%, 90-100% AND POST PLAN CHECK (4 VIRTUAL)	2/11/26 2/25/26 3/11/26 5/18/26	2/11/26 2/25/26 3/11/26 5/18/26									
59	PROJECT ADMINISTRATION AND TELEPHONE CONSULTATION	1/19/26	6/26/26									
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul

APPENDIX

Appendix: Relevant Experience

HILLBOOK PARK
Signal Hill, CA

For this park retrofit in Signal Hill, California, ADG exceeded client expectations by managing all phases- from site planning and design to construction documentation and cost estimation- ensuring timely delivery and budget adherence. We enhanced responsiveness through meticulous scope control, clearly defining deliverables like site planning, design, community outreach, and construction docs to prevent creep.

Our sub consultant team included Civil, Electrical, Structural and Geotechnical Engineering. The result: a beloved, inclusive playground for children of all ages, plus a relaxing space for supervising adults, fostering community satisfaction.

Type of Project:
Park Retrofit
Year Completed:
2025
Subconsultants:
JCA, GeoTek

Reference:
Jesus Saldana, Associate Engineer
City of Signal Hill
(562) 989-7352
Email:
jsaldana@cityofsignalhill.org

Description of Services:

- Landscape Design and Site Planning

Appendix: Relevant Experience

HAMILTON PARK
Pomona, CA

Type of Project:
Park Retrofit
Year Completed:
2023
Subconsultants:
JCA

Reference:
Shandy Dittman, Public Works Project Manager
City of Pomona
(909)620-3797
Email:
shandy.dittman@pomonaca.gov

Description of Services:
- Landscape Design and Site Planning

ADG prioritized client satisfaction through multiple stages of community outreach, delivering a universally accessible and visually vibrant space that the community enthusiastically embraces and uses daily. We ensured timeliness by proactively resolving a building and safety plan check issue via direct, responsive engagement with the City and key disciplines.

Our team demonstrated exceptional responsiveness in addressing scope and design challenges, including swift coordination with the City to replace a fallen oak tree and reposition a restroom to align with CPTED principles while minimizing neighbor impact. Additionally, ADG optimized the budget by skillfully incorporating community-requested elements into the compact footprint, such as bioswales, an ADA accessible walking path, pinata pad, and inclusive play elements. The result is the City of Pomona's first all-inclusive playground and park.

Appendix: Relevant Experience

DOMINGUEZ PARK

Redondo Beach, CA

Type of Project:
Park Retrofit
Year Completed:
2025

Reference:
Charles Eder, PE
Principal Engineer
City of Redondo Beach
(310) 697-3215
Email:
Charles.Eder@redono.org

Description of Services:

- Landscape Design and Site Planning

The City of Redondo Beach hired ADG to create a conceptual landscape master plan and construction documents for the Dominguez Park playground renovation. The project's goal was to revitalize the park's 1.25-acre playground area, which is part of the larger 24-acre park. The plan called for several key improvements, including replacing outdated equipment with new, themed playground structures and installing new rubberized surfacing for enhanced safety. The project also focused on improving accessibility by creating new ADA-compliant pathways and developing a new, improved trail system within the playground area.

ADG successfully delivered both the conceptual master plan and the final construction documents, providing the City of Redondo Beach with a comprehensive plan to bring the redesigned playground to life. The project is now complete, and the community can enjoy a modern, safe, and accessible play area.

Appendix: Relevant Experience

Project Manager Experience with References

SUNSET PARK
Montclair, CA

Type of Project:
Park Retrofit
Year Completed:
2025
Subconsultants:
JCA, Landscape Structures Inc.

Reference:
Rosemary Hoerning
Major Projects Manager
City of Montclair, Public Works
(909) 625-9446
Email:
rhoerning@cityofmontclair.org

Description of Services:
- Landscape Design and Site Planning

The goal of this project was to transform the park into a safer, more community-friendly environment. Our scope of work included the design of the planting, irrigation, and hardscape for the park's interior.

A key element of our design was a meandering, ADA-accessible concrete path that encircles the park. This path was carefully planned in collaboration with L.D. King Civil Engineering to maximize its walking benefits while preserving the park's existing mature trees. Our design also included a new playground addition, while ensuring the existing playground equipment in the northern section would remain. The planting plan specifically featured drought-tolerant trees and shrubs to align with sustainable landscape practices. This completed project has successfully provided the community with an updated, functional, and beautiful public space.

Appendix: Relevant Experience

20-ACRE NATURE PARK

Wildomar, CA

Type of Project:
New Park
Year Completed:
In-Progress
Subconsultants:
JCA

Reference:
City of Wildomar
Abdu Lachgar,
Director of Planning
(951) 677-7751 x213
Email:
alachgar@cityofwildomar.org

Description of Services:

- Landscape Design and Site Planning

ADG is currently preparing the complete design package for a new 20-acre passive park. Our work for this project includes all phases of design, from the Conceptual Design and Design Development through to the Construction Documents, Specifications, and Cost Estimate.

The goal is to create a multi-functional green space with a wide range of amenities for the community. The planned features include a new parking lot, a permanent restroom, and a pedestrian bridge to connect to the main park. We are also designing a complete trail system, shade shelters, and an additional permanent restroom near the Gierson Street parking area. The construction document packages will be fully detailed, providing all necessary specifications and cost estimates to ensure the project can move smoothly into the construction phase.

Subconsultant Proposal; GeoTek

GeoTek CA, Inc.
Address: 1548 N Maple St, Corona, CA 92878 **Website:** www.geotekusa.com
Main: (951) 710-1160 **Fax:** (951) 710-1167

October 6, 2025
Proposal No. P-1000925-CR

Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, California 91730

Attention: Mr. Andrew Krumwiede

Subject: **Proposal for a Limited Geotechnical and Infiltration Evaluation**
City of Chino Shady Grove Park Improvement Project
6776 Chino Avenue
Chino, San Bernardino County, California

Dear Mr. Krumwiede:

As requested, GeoTek, Inc. (GeoTek) is pleased to submit this proposal to prepare a Limited Geotechnical and Infiltration Evaluation for the City of Chino Shady Grove Park renovation project located at 6776 Chino Avenue, in the City of Chino, San Bernardino County, California. This proposal has been prepared based on the information provided and GeoTek's experience with these types of projects.

Site and Project Description

The project consists of renovation of the existing park improvements, which is understood to consist of, but not necessarily limited to, Americans with Disabilities Act (ADA) improvements, replacement of the existing picnic pavilion and playground, lighting upgrades and redesign of the existing parking lot. Minimal cuts and fills are anticipated to be required during construction. Based upon information provided, the proposed improvements are to be supported by shallow foundation systems. On-site stormwater management is also anticipated for the project.

Based on review of published geologic maps, the project area is underlain by alluvium. Some surficial fill is most likely to be present due to the existing site improvements.

No active or potentially active faults are known to exist at the project site, nor is the project site situated within an "Alquist-Priolo" Earthquake Fault Zone. The project site is located within an area identified by the State of California as having a potential for liquefaction.

Subconsultant Proposal; GeoTek

Proposed Scope of Work

In order to characterize the subsurface soil conditions at the site, GeoTek will perform a reconnaissance of the site. Permission/approval to enter the project site area and coordination to excavate and collect soil samples on the property will need to be provided by Architerra Design Group.

GeoTek will excavate a minimum of four (4) exploratory hand auger borings in currently accessible areas of the park. The borings will be excavated within the area of the proposed renovations. All of the borings will be excavated to a maximum depth of approximately five (5) feet, or refusal, whichever occurs first. Bulk and in-situ soil samples will be obtained from the excavations.

Additionally, two (2) infiltration borings will be excavated to a depth of approximately five (5) feet each below existing grades and will subsequently be utilized for infiltration testing. The infiltration testing will be completed in general conformance with County of San Bernardino guidelines.

Once the excavating and sampling operations are completed, the boreholes will be backfilled with the soil cuttings and capped with native soil.

Prior to performing the field investigation, a representative of GeoTek will stake or spray paint the proposed exploration locations. Please be advised that GeoTek will not commence the field investigation until a representative of the project has reviewed the proposed exploration locations and has verified that those locations are clear of buried utility lines. Prior to conducting the field explorations, GeoTek will contact Underground Service Alert (USA) to identify buried utilities that may be in the vicinity of the proposed exploration locations. This service does not mark locations of privately owned utilities. The fee for a private utility locator has not been included in the costs of this proposal to identify possible private utilities within the proposed areas of work which would not be marked by the public utility locator. Regardless of the use of a private utility locator, GeoTek will not be responsible for damage to unmarked subsurface structures or appurtenances as a result of the field activities.

Soil samples obtained from the explorations will be reviewed for subsequent laboratory testing. Laboratory testing will likely include in-situ moisture content, maximum density/optimum moisture content, direct shear, expansion index and corrosion testing. Subsequent to the completion of the field work and laboratory testing, a Limited Geotechnical and Infiltration Evaluation report will be prepared. The report will include but not necessarily be limited to overall feasibility of the proposed improvements from a geotechnical standpoint; exploration

logs including descriptions of materials encountered; an exploration location map; geologic setting; site seismic criteria; depth to groundwater if encountered; geotechnical hazards; soil corrosivity and soluble sulfate test results; foundation design recommendations; preliminary parking lot design sections; infiltration test results; and geotechnical recommendations for grading and construction.

The cost for the Limited Geotechnical and Infiltration Evaluation is **$7,370**. A more detailed breakdown of the costs is included in the fee estimate table attached to this proposal.

A final report can be submitted within approximately 10 working days following completion of the site exploration. It is estimated that work can commence as soon as written authorization is received. Assuming there are no delays due to availability of exploration equipment, site accessibility and inclement weather, it is anticipated that the field phase of the study will commence promptly once authorized by the client.

CLOSURE

The fees covered by the above estimate are limited to the stated scope and do not include any response to jurisdictional review questions, construction-related services, additional meetings or consultations that may be requested. Services beyond those outlined in this proposal and requested/authorized will be invoiced at the prevailing hourly rates, as indicated on the attached Work Authorization and Agreement.

Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to this office.

If GeoTek receives a request to proceed (whether verbal, in writing or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek provides any or all of the services, GeoTek and Architerra Design Group expressly agree that the terms of this proposal, the attached fee schedule and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed.

Subconsultant Proposal; GeoTek

GeoTek appreciates the opportunity of submitting this proposal and have included a contract for the scope of services. GeoTek looks forward to working with Architerra Design Group towards the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,

GeoTek, Inc.

Anna M. Scott
Project Geologist

Bruce A. Hick
GE 2284, Exp. 12/31/26
Geotechnical Engineer

Edward H. LaMont
CEG 1892, Exp. 07/31/26
Principal Geologist

Enclosures: Breakdown of Costs
Work Authorization and Agreement

Subconsultant Proposal; GeoTek

GeoTek CA, Inc.
Address: 1548 N Maple St, Corona, CA 92878 **Website:** www.geotekusa.com
Main: (951) 710-1160 **Fax:** (951) 710-1167

Appendix A
Breakdown of Costs for a Limited Geotechnical Evaluation
Shady Grove Park Improvement Project - 6776 Chino Avenue
Chino, San Bernardino County, California

TASK	*QTY*	*RATE*	*TOTAL*	*Notes*
TASK NO. 1 SCHEDULING AND PROJECT COORDINATION				
Staff Engineer/Geologist	2 Hours	$ 167	$ 334	
		SUBTOTAL:	**$ 334**	
TASK NO. 1 SUBSURFACE INVESTIGATION				
Field Engineer/Geologist	24 Hours	$ 140	$ 3,360	
Field Supplies	1 Each	$ 50	$ 50	
		SUBTOTAL:	**$ 3,410**	
TASK NO. 3 LABORATORY TESTING				
In-situ Moisture Content	5 Each	$ 40	$ 200	
Expansion Index	1 Each	$ 202	$ 202	
Corrosion Suite Testing with Sulfates	2 Each	$ 270	$ 540	
Direct Shear	1 Each	$ 320	$ 320	
Proctor - Moisture Density Curve	1 Each	$ 260	$ 260	
		SUBTOTAL:	**$ 1,522**	
TASK NO. 4 ENGINEERING AND REPORT PREPARATION				
Office Services/Drafting	2 Hours	$ 82	$ 164	
Staff Engineer/Geologist	8 Hours	$ 167	$ 1,336	
Project Engineer/Geologist	2 Hours	$ 179	$ 358	
Principal Engineer/Geologist	1 Hours	$ 246	$ 246	
		SUBTOTAL:	**$ 2,104**	
		TOTAL:	**$ 7,370**	

Subconsultant Proposal; GeoTek

GeoTek CA, Inc. **Work Authorization And Agreement**

PROJECT INFORMATION

Date: 10/6/2025

Project Name: Shady Grove Park - Limited Geotechnical Evaluation
Proposal No: P-1000925-CR
Project Location: Chino, San Bernardino County, California
Project No:
Scope of Services: Scope and estimated fees are outlined in text of proposal and/or below under "Special Instructions." Services not outlined in the proposal or in this Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms and Conditions below.

Fee Estimate: $7,370.00 Retainer: COD:
Reimbursable Expenses not in fee Estimate:

Special Instructions: --

CLIENT INFORMATION

Name: Architerra Design Group
Attention: Mr. Andrew Krumwiede Email: akrumwiede@architerradesigngroup.com
Address 1: 10221-A Trademark Street Phone No: Ext:
Address 2: Cell Phone:
City: Rancho Cucamonga State: CA Zip: 91730 Fax No:

TERMS AND CONDITIONS

1) AGREEMENT. This Work Authorization and Agreement together with the proposal P-1000925-CR (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as identified above, and GeoTek CA, Inc., a Nevada Coporation ("GeoTek") for performance of the professional services outlined in the Proposal, ("Services"). GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.

2) FEES/QUOTATIONS. Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.

3) BILLING AND PAYMENT. Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.

4) ADDITIONAL SERVICES. Client acknowledges that it is impossible to predict what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek may issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization to proceed with such Additional Services. If GeoTek issues Client a Change Order, Client must notify GeoTek of any disagreements with or amendments to any of the terms of the Change Order within twenty-four hours of receipt. Client's failure to provide GeoTek with such timely notice will constitute acceptance of the terms of the Change Order and Client will be responsible for all additional charges, costs, fees and expenses incurred by GeoTek for such Additional Services. Fax transmissions and email are acceptable modes of confirmation. The Terms and Conditions of this Agreement and most recent fee schedule will apply to all Additional Services regardless of whether GeoTek issues a Change Order or not.

5) RIGHT OF ENTRY.

a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.

b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

6) PERFORMANCE.

a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.

b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.

c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.

d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

7) HAZARDOUS MATERIALS. GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste. Client will be responsible for the proper management, storage and disposal of hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.

Subconsultant Proposal; GeoTek

8) PROFESSIONAL OPINION. GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.

9) INSURANCE. GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

10) INDEMNIFICATION and LIMITATION OF LIABILITY.

a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, but only to the extent that a court of competent jurisdiction determines GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.

b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement, but only to the extent that a court of competent jurisdiction determines the Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.

c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.

d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.

e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.

f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11) DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.

12) JOBSITE SAFETY. Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.

13) OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting therefrom.

Subconsultant Proposal; GeoTek

14) FORCE MAJEURE. Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of public enemy, war, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

15) TERMINATION.

a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.

b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice.

c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;

ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

16) SUSPENSION OF SERVICES.

a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.

b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.

c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17) MISCELLANEOUS.

a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.

b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.

c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.

d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.

e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.

f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.

18) AMENDMENTS. Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed and initialed by GeoTek and Client.

By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.

CLIENT'S Authorized Signature of Acceptance:		CONSULTANT Authorized Signature of Acceptance:	
By:		By:	
	Signature		Signature
			Ed LaMont, CEG
	Printed Name		Printed Name
Title:		Title:	Area Manager P-1000925-CR

Subconsultant Proposal; GeoTek

GeoTek CA, Inc.
Address: 1548 N Maple St, Corona, CA 92878 **Website:** www.geotekusa.com
Main: (951) 710-1160 **Fax:** (951) 710-1167

Riverside 2025 Master fee Schedule (Non-Prevailing Wage Project)

GEOTECHNICAL, SPECIAL INSPECTION AND CONSTRUCTION MATERIALS TESTING SERVICES

PERSONNEL RATES

Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	$ 246.00	Hour
Geotechnical Engineer	$ 213.00	Hour
Project Engineer/Geologist	$ 179.00	Hour
Staff Engineer/Geologist	$ 167.00	Hour
Field Engineer/Geologist	$ 140.00	Hour
Field Supervisor	$ 130.00	Hour
Project Adminstration/Drafting	$ 82.00	Hour

Inspectors and Technicians

Staff Type	Unit Rate	Unit
Lead Inspector	$ 111.00	Hour
Certified Welding Inspector(AWS/CWI)	$ 123.00	Hour
Soils Technician	$ 98.00	Hour
ICC Certified Inspector(RC, PC, RM, SS, FP)	$ 98.00	Hour
ACI Technician	$ 98.00	Hour
Proof Load Testing	$ 174.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar: One Man Crew	$ 278.00	Hour
Ground Penetrating Radar: Two Man Crew	$375.00	Hour
Non-Destructive Testing (ASNT): Level III Review	$ 278.00	Hour
Magnetic Particle Testing Level II	$ 185.00	Hour
Ultrasonic Testing Level II	$ 185.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring: Coring Machine Operator with equipment	$ 174.00	Hour
Coring: Helper (Add Per Hour)	$ 98.00	Hour
Wood Fabrication Inspection	$ 153.00	Hour
Nailing Inspection	$ 123.00	Hour
Roofing Inspection	$ 123.00	Hour
Laboratory Technician	Quote Upon Re	Hour
Sample Pick-up Driver (If not done on a per trip basis)	$ 98.00	Hour

ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

LABORATORY TESTS

Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	$ 405.00	Each
Burn-Off Method CT 382/ASTM D6307	$ 399.00	Each
Bitumen Content (extraction), ASTM D2172	$ 266.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	$ 200.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	$ 405.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	$ 399.00	Each
Collapse/Swell ASTM D4546	$ 127.00	Each
Compaction, Modified Proctor ASTM D1557	$ 260.00	Each
Compaction, Modified Proctor ASTM D698	$ 260.00	Each
Hveem Maximum Density, CT 304/308	$ 466.00	Each
Consolidation ASTM D2435, D4546	$ 300.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	$ 270.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	$ 320.00	Each
Direct Shear, Residual ASTM D6467 Mod	$ 320.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	$ 202.00	Each
Liquid Limit, Plactic Limit and P.I. ASTM D4318	$ 200.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	$ 380.00	Each
Specific Gravity of Soil, ASTM D854	$ 229.00	Each
Percent Finer than #200 Sieve ASTM D1140	$ 159.00	Each
Permeability of Granular Soils ASTM D2434	$ 232.00	Each

Soils and Asphalt Continued

Description	Unit Rate	Unit
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	$ 666.00	Each
"R" Value ASTM D2844/CT 301	$ 439.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	$ 173.00	Each
Sand Equivalent ASTM D2419/CT 217	$ 153.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	$ 100.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	$ 202.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	$ 100.00	Each
Soil Classification, ASTM D 2487	$ 373.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	$ 40.00	Each
Water Soluble Sulfate	$ 79.00	Each
Organic Content, ASTM D 2974	$ 60.00	Each

Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	$ 100.00	Each
Trial Batches ASTM C192		Each
Durability Index Coarse & Fine Aggregate ASTM D3744	$ 159.00	Each
Lightweight Concrete Unit Weight ASTM C495	$ 47.00	Each
Modulus of Elasticity of Concrete ASTM C469	$ 267.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	$ 132.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	$ 202.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	$ 100.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	$ 100.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	$ 68.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	$ 399.00	Each
Sulfate Soundness (per sieve), ASTM C88	$ 719.00	Each
Unit Weight of Aggregates, ASTM C29	$ 159.00	Each
Cleanness Value, CT 227	$ 159.00	Each
Moisture Content of Aggregate ASTM C29	$ 100.00	Each
Concrete		
Shrinkage, set of 3, ASTM C157, CT 530	$ 534.00	Each
Compression 4x8 Cylinders ASTM C39	$ 40.00	Each
Compression, 6x12 Cylinders, ASTM C39	$ 40.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	$ 60.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	$ 40.00	Each
Concrete Core Compression ASTM C42	$ 95.00	Each
Spli! Per-diem, Including Lodging (Beyond 100-Mile Radius)	$ 100.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	$ 60.00	Each
Unit Weight of Lightweight ASTM C495	$ 74.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	$ 100.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	$ 147.00	Each
Emission of Moisture through Concrete	$ 132.00	Each

Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	$ 33.00	Each
Brick Compression ASTM C67	$ 68.00	Each
Dimensional Measurement-Masonry Units ASTM C140	$ 100.00	Each
Masonry Unit Compression Gross Area ASTM C140	$ 147.00	Each
Masonry Unit Compression Net Area ASTM C140	$ 114.00	Each
Absorption & Moisture of Block ASTM C140	$ 33.00	Each
Compression, Grout Prisms, ASTM C39	$ 40.00	Each
Compression, Mortar Cylinders, ASTM C39	$ 40.00	Each
Compression, Composite Prisms, ASTM E447	$ 147.00	Each
Compression, Masonry Core, ASTM C140	$ 100.00	Each
Shear, Masonry Core, CCR Title 24	$ 132.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	$ 40.00	Each
Masonry Composite Prism Compression ASTM C1314	$ 213.00	Each
Grout Prism - Compression Test ASTM C1019	$ 40.00	Each

Subconsultant Proposal; GeoTek

GeoTek CA, Inc.
Address: 1548 N Maple St, Corona, CA 92878 **Website:** www.geotekusa.com
Main: (951) 710-1160 **Fax:** (951) 710-1167

Reinforcing Steel Tests

Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	$ 132.00	Each
Bend Test of Rebar #14 ASTM A370	$ 227.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	$ 107.00	Each
Tensile #11 Rebar ASTM A370	$ 107.00	Each
Tensile #14 Rebar ASTM A370	$ 267.00	Each
Tensile Test #3 - #10 ASTM A370	$ 100.00	Each

Prestressing Steel Tests

Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add $ 50.00 per test; for Modulus of Elasticity)	$ 399.00	Each

Structural Steel Tests

Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM	$ 200.00	Each
Mild Steel Not Over 1" Thick		Each
Tensile Strength, ASTM A370 (test only)	$ 200.00	Each
Anchor Bolts, A 505	$ 279.00	Each
Tensile Strength	$ 267.00	Each
Bolts Proof Load or Ultimate	$ 167.00	Each
Hardness (Rockwell)	$ 68.00	Each

Fireproofing Tests

Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	$ 68.00	Each
Fireproofing Density Test ASTM E605	$ 60.00	Each

Miscellaneous

Description	Unit Rate	Unit
Concrete Mix Design Review	$ 246.00	Each
Weld Procedure Review	$ 492.00	Each
QA/QC Plan Written Procedures	Quote Upon Request	
Administrative/Clerical Services	$ 82.00	Each

BASIS OF CHARGES

Description	Unit Rate
Work from 0-4 hours	4-Hour Minimum Billing
Work from 4-8 hours	8-Hour Minimum Billing
Project Management as Project Engineer/Geologist	1- Hour Minimum weekly
Work over 8 hours per day, or on Saturdays	Time and One-Half
Work over 12 hours per day	Double Time
Work on Sundays/Holidays	Double Time
Show-Up Time	2-Hour Minimum Billing
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Outside Services/Reimbursables	Cost + 20%
Shipping Charges	Cost + 20%
Parking/Tolls	At Cost
Certified Payroll Compliance	$150 per month
Deputy Inspectors (If applicable)	$ -
Travel Time (Beyond 60-Mile Radius of Project Site)	$ 98.00
Per-diem, Including Lodging (Beyond 100-Mile Radius)	Quote Upon Request

GeoTek reserves the right to increase fees on a yearly basis

REV 2025-02

Subconsultant Proposal; JCA

25-3222.0

JCA Engineering Inc.
Electrical Engineering & Consulting

8048 Palm Ave.
Highland, CA
92346
909.864.0223
Fax 909.864.0280
james.corns@jcaeng.com

SERVICE AUTHORIZATION AND AGREEMENT

Date: 10/15/2025

Requested By: Gregg Denson/Andrew Krumwiede
Company: ARCHITERRA Design Group, Inc.
JCA File # 25-3222.0

Address: 10221-A Trademark
Rancho Cucamonga, CA 91730

Telephone: (909) 484-2800
Fax: (909) 484-2802

Project Name: Shady Grove Park
Location: Chino, Ca.

Project Description: Provide Electrical Construction documents reflecting new parking lot lighting, parking lot replacement lighting, walkway pole replacement lighting, playground pole replacement lighting, monument sign lighting, covered shelter replacement lighting and restroom building replacement lighting at existing park.

FEE SCHEDULE:

For electrical engineering design services per “Exhibit A” and “Exhibit B”, attached made a part hereof;

Fixed Fee of Twenty One Thousand Nine Hundred Dollars ($ 21,900.00) for Electrical Construction Documents, Electrical Engineering and Document Support
Hourly Fee not to exceed Two Thousand Two Hundred Dollars ($ 2,200.00) for Construction Administration
Fixed Fee of Six Hundred Fifty Dollars ($ 650.00) for Walkway, Playground and Parking Lot Lighting Photometric Illumination Plans, if required.
Fixed Fee of Eight Hundred Fifty Dollars ($ 850.00) for Walkway and Parking Lot Title 24 Energy Calculations, if required.
Fixed Fee of Two Thousand Nine Hundred Dollars ($ 2,900.00) for Design of New Electrical Metered Pedestal, Utility Company New Service Forms, Required Utility Company Drawings and Backfeed of Existing Metered Service, if required.
Fixed Fee of One Thousand One Hundred Dollars ($ 1,100.00) for Design of EV charger power connection and raceways for future EV chargers , if required.

CLIENT APPROVAL

Acceptance copy of this service authorization shall be signed and returned prior to commencement of work. *The undersigned accepts the terms of this agreement, “Exhibit A-Scope of Services”, and “Exhibit B - Terms of Agreement for Engineering Services”, articles 1 through 11, attached as part hereof.*

CLIENT SIGNATURE: _____ DATE: _____

Subconsultant Proposal; JCA

25-3222.0

NAME : Client P.O. / Project #

NAME: James Corns FOR: *JCA Engineering Inc.*

CONSULTANT: DATE: 10/15/2025

Acknowledgment copy – Please sign and return

"EXHIBIT A"
SCOPE OF SERVICES

1. Design of power distribution from existing service pedestal to each new light fixture including electrical controls and all fixture and equipment specifications.
2. Design of new pole L.E.D. walkway replacement lighting for existing walkways
3. Design of new pole L.E.D. playground replacement lighting for existing playground
4. Design of new pole L.E.D. parking lot replacement lighting for existing parking lot
5. Design of pole L.E.D. parking lot lighting for new parking area to meet all building codes presently adopted by the authority having jurisdiction.
6. Design of new L.E.D. canopy replacement light for existing shade structure
7. Design of new L.E.D. up lighting for three existing monument signs to meet Client's requirements
8. Design new interior L.E.D. replacement lighting for remodeled restroom building
9. Design new exterior L.E.D. replacement lighting for remodeled restroom building
10. Design raceways from future upgraded power pedestal location to future EV charger locations
11. Provide structural pole base calculations for walkway, playground and parking lot lights poles. (two structural calculations).
12. Provide site lighting photometric illumination point by point drawing for walkway, playground and parking lot, if required.
13. Provide exterior walkway and parking lot lighting Title 24 calculations, if required.
14. Provide California registered Electrical Engineer's review, stamp and signature.
15. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
16. Design of power connection to required EV chargers and circuit breakers/raceways for future EV chargers, if required.
17. Design of New Electrical Metered Pedestal, Utility Company New Service Forms, Required Utility Company Drawings and Backfeed of Existing Metered Service, if required.

SERVICES NOT INCLUDED:

1. Soils testing and reports. Client shall provide to Consultant for use in structural calculations.

2. Design of new off-site street lighting or structural pole base calculations for street lighting.

3. Fabrication of electronic site plan, Client shall provide scaled electronic site plan.

4. Design of headend, active components, raceways, cabling, power outlets or devices for video surveillance, data, integrated communications, access control, site sound system, site annunciation system, door locking or wireless Wi-Fi.

5. Design of Future Solar Power System headend, equipment, cabling, solar panels or connection to existing site main service.

6. Specification, structural calculations or installation instructions for EV charging stations, if required by code.

7. Fees, submittals, processing or approval of electrical drawings with local Building Department.

8. Advertisement or hard copy sets for bidding purposes. Owner shall provide all advertising, bid sets and book specification, including fees, for bid.

9 Providing Boiler plate specifications or conducting bid process. Owner shall be responsible for all bid items.

10. Design of new additional lighting or power for existing restroom building.

11. Design of new pole walkway replacement lighting to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations

12. Design of new pole playground lighting to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations

13. Design of new pole parking lot lighting in existing parking area to meet all building codes presently adopted by the authority having jurisdiction. Replacement will be one for one at existing locations

14. Providing Construction Administration or Bid assistance.

15. Submittal, fees drawings, coordination and approved drawings from local power, telephone or cable utility company for new permanent service. Per new utility company standards there shall only be one contact person (Owner) for complete process. JCA to provide all electrical/telephone and cable information on forms, electrical PDF drawings and AutoCAD site plan for Owner's submittal process

"EXHIBIT B"
TERMS OF AGREEMENT FOR ENGINEERING SERVICE

Article 1 BASIC SERVICES

1.1 Consultant shall coordinate with Client with respect to the Consultant's services in such a way that Consultant's duties and responsibilities shall be co-extensive with those of Client. Consultant shall perform his services in character, sequence, and timing so that they will be coordinated with services of Client and other Consultants for the project. Consultant's services will proceed after adequate base sheets and/or Client furnishes other information necessary. The Consultant's services shall conform to the original schedule and budget for the project as provided by the Client. The relationship of Consultant to the Client shall be that of an independent contractor performing professional services for Client in accordance with this Agreement.

1.2 Consultant shall comply with all Electrical Building Department rules and regulations that will affect this design on this project.

1.3 Consultant shall provide a complete set of design documents including all schedules, details, diagrams, legends and specifications (if required). Consultant shall furnish at his client all progress prints and specifications required.

1.4 Consultant shall review all electrically related shop drawings as submitted by the Electrical Contractor to ensure compliance with specifications.

1.5 Consultant shall perform the services as set forth on "Exhibit A", attached.

Article 2 DOCUMENT SUPPORT

2.1 Document support shall include Building Department or Division of State Architects review changes, Building Department or Division of State Architects responses and request for information.

2.2 Document support shall be considered as part of the contract, if required, regardless of the extensiveness of support required on the project.

Article 3 CONSTRUCTION ADMINISTRATION

Construction administration shall include addenda items due to changes, estimated construction cost, providing bid list, pre bid meeting, pre-construction meeting, change order review, shop drawing review, meetings during construction, site visits during construction video meetings during construction, conference calls during construction and final site inspection/punch list.

Article 4 WORK NOT INCLUDED / EXTRA SERVICES

4.1 All Building Department Fees: Consultant shall provide drawings as required to submit electrical construction documents for the Building Department plan check. Client shall pay all Building Department fees.

4.2 Printing: Client shall furnish at his expense information and progress prints of the work required for this project. Prints required by reviewing agencies. Documents required for bidding and construction shall be paid for by Client or Consultant shall pay for blueprinting and Client will reimburse. Client shall pay for final prints and specifications furnished to Consultant. Mylar final prints shall be paid for by Client or Consultant shall pay and Client will reimburse. Reimbursable invoice for additional prints shall include blueprint cost, plus 15% for any applicable governmental fees, outside vender reproduction cost, in house reproduction costs, mileage and delivery or messenger services incurred on client's behalf

4.3 Additional work/revisions: No additional services shall be performed without written direction from Client. Consultant shall be paid by Client for any additional work resulting from changes or revisions made by the Client or Project Owner and also for any additional work not specifically mentioned in Articles 1 and 2 above, as provided in paragraph 5.1.

Article 5 COMPENSATION

5.1 Client shall pay Consultant amount stated in "FEE SCHEDULE", page 1.

5.2 Client shall pay Consultant for Article 3 "Work Not Included/Extra Services/Construction Support" for changes or revisions per paragraph 4.3 at the hourly rates as set forth in paragraph 4.3.

5.3 For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager	$ 240.00
Designer	$ 190.00
Drafting/CADD	$ 175.00
Clerical/Delivery/Accounting	$ 160.00

These hourly rates shall be adjusted annually based on increases in product cost, the cost of living and fuel prices.

Subconsultant Proposal; JCA

Article 6 INVOICE AND PAYMENTS

6.1 At Building Department or Division of State Architects submittal project shall be considered 80%. Consultant shall tender an 80% invoice to Client setting forth all amounts due. Client shall completely pay 75% invoice prior to final building department or division of state architects submittal or electrical drawings will not be stamped or wet signed

6.2 When project is approved by the Building Department, Division of State Architects or published for bid the Electrical Construction Documents shall be considered 100%. Consultant shall tender a 20% invoice (Total amount for Construction Documents 100%) to Client setting forth all amounts due.

6.3 During design and construction phase Consultant shall tender an invoice to Client setting forth the amounts due for Construction Administration and reimbursable expenses.

6.4 Projects that do not require Construction Administration shall not be invoiced.

6.5 Items in FEE SCHEDULE noted as “if required” and note provided shall not be invoiced

6.6 At completion of project Client shall provide written notification to Consultant when they are doing final billings to Owner. Closing out project without written notification to Consultant does not relieve Client of complete payment of all amounts. After notification Consultant shall tender an invoice to Client setting forth the final amounts due for Construction Administration and reimbursable expenses, as required.

6.7 Client shall pay to consultant the total amount due under invoice within thirty days after receipt of invoice, or within five (5) days of receiving payment from owner (if other than client) whichever date occurs first. Client shall pay a service charge of 1.50% per month on all unpaid balances. Consultant may suspend all work on the project when accounts are over 60 days delinquent.

Article 7 ABANDONMENT

In the event the project is abandoned, Client shall advise immediately by written notice, Consultant to stop work. Client shall pay consultant for all outstanding invoices for service performed and for services completed at that time on the project. Work shall be suspended until Client advises Consultant in writing to continue work.

Article 8 ELECTRICAL DOCUMENTS

8.1 All electronic files, drawings and copies furnished by JCA Engineering Inc. are and shall remain its property. They are to be used only with respect to the above-mentioned project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of JCA Engineering Inc. common law copyright or other reserved rights.

8.2 Client agrees not to make changes to any of the Consultants documents without Consultants written agreement.

8.3 Electrical plans are diagrammatic only. Architectural drawings, elevations, details or sections shall denote all electrical devices locations that need exact mounting requirements.

8.4 Upon request Consultant shall provide the Client with electronic files after all fees have been completely paid and JCA’s affidavit has been signed and returned. Time required to process request will be billed to Owner or Client at the above hourly rates.

8.5 Electrical design on documents is guaranteed for a 180 day period. Projects that have not started construction prior to the guarantee period shall be subject to additional electrical fees to investigate and change any items on the drawings related to the current electrical and fire code at that time.

Subconsultant Proposal; JCA

Article 9 SCOPE OF AGREEMENT AND ACCEPTANCE

9.1 This document contains the entire agreement of the parties relating to the rights granted and obligations assumed in this document. Any oral modifications or representations concerning this document shall be of no effect unless contained in a subsequent written modification signed by the party to be charged.

9.2 The electrical fees shown above shall be reviewed and adjusted if the project has not commenced within 180 days of signing of this contract.

Article 10 INSURANCE

Each party to this Agreement shall carry and maintain insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party's legally responsible.

Article 11 ARBITRATION

All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the provision of the Construction Industry rules of the American Arbitration Association. Consultant cannot be sued for a greater amount than the fee. The prevailing party shall be entitled to reasonable attorney's fees to be awarded by the Arbitrator. If there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

END OF DOCUMENT

Subconsultant Proposal; LD King

LDKING
Engineers/Surveyors

ARCHITERRA DESIGN GROUP
SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

ENGINEERING AND SURVEYING SERVICES
FOR SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

Proposal to provide Engineering and Surveying Services for the Shady Grove Park Design on the existing park site, generally located on the northeast corner of Chino Avenue and San Antonio Avenue in the City of Chino. The Scope of Services is more specifically defined in the descriptions below.

TASK 1 SURVEYING SERVICES

Boundary Research

- Research record map and documents.
- Calculate boundary from current title report, reference maps ad backup documents.
- Recover and tie in existing boundary and centerline monumentation.
- Analyze boundary and prepare base map.

Aerial Topographic Mapping

- Establish ground control for digital aerial topographic mapping.
- Aerial photography and mapping (subconsultant).
- Prepare topographic map (20 scale, 1' contours) with completed boundary.

Base file

- Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all existing site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project, at 20 scale.

Field Topo

- Provide additional field topo to gather design information including existing elevations at key connection points, top of curb elevations, utility elevations, inverts, and flow lines of existing drainage improvements, dip manholes, etc.

TASK 2 CONSTRUCTION DOCUMENTS

Precise Grading and Drainage Plan

The precise grading and drainage plan shall be based on the park layout prepared by Architerra Design Group (ADG). The precise grading and drainage plan task will include:

L.D. King, Inc. 975 N. Haven Avenue, Suite 200, Ontario, CA 91764 Phone (909) 945-0526

Subconsultant Proposal; LD King

LDKING
Engineers/Surveyors

ARCHITERRA DESIGN GROUP
SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

- Prepare a Precise Grading and Drainage Plan including all proposed contours and significant spot elevations, drainage system design with ADA Accessibility to all adjoining site features.
- Provide Final earthwork quantities.
- Provide revisions necessary as part of the City review.
- Updated Opinions of Probable Cost for all civil items.
- Provide Technical Specifications for all civil items based on Standard Specifications for Public Works Construction.
- Provide new sewer and water services to new restroom if required.

TASK 3 PROJECT MEETINGS AND COORDINATION (T & M)

- Coordination with ADG and City Staff.
- Includes 2 hours Project Manager, 6 hours Sr. Project Manager.

TASK 4 CONSTRUCTION SUPPORT (T & M)

Provide Construction Support as needed.

- Respond to Contractor Requests for Information.
- Review Contractor Submittals.
- Review and advise on any construction change order requests.
- Includes 6 hours Sr. Project Manager.

TASK 5 STORM WATER POLLUTION PREVENTION PLAN (OPTIONAL)

Prepare a Storm Water Pollution Prevention Plan to meet the requirements of the California Construction General Permit Order. Submit to the City of Chino for information and file with the SMARTS system for the Regional Water Quality Control Board to obtain a WDID number.

TASK 6 WATER QUALITY MANAGEMENT PLAN (OPTIONAL)

Prepare a Water Quality Management Plans for the site to fulfill the requirements of the City of Chino MS4 permit related to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036. NPDES Permit No. CAS618036. The WQMP will conform to the latest approved version of the San Bernardino County Stormwater Program Model WQMP Guidance Document.

EXCEPTIONS/EXCLUSIONS

This proposal does not include structural wall calculations.
This proposal does not include on site infiltration testing needed for an infiltration BMP.
Does not include EV design.

L.D. King, Inc. 975 N. Haven Avenue, Suite 200, Ontario, CA 91764 Phone (909) 945-0526

Subconsultant Proposal; LD King

LDKING
Engineers/Surveyors

ARCHITERRA DESIGN GROUP
SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

ENGINEERING AND SURVEYING SERVICES
FOR SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

COMPENSATION

TASK	DESCRIPTION	FEE
Task 1	Surveying Services	$11,300.00
Task 2	Construction Documents	$15,200.00
Task 3	Project Meetings and Coordination (T&M)	$1,400.00
Task 4	Construction Support (T&M)	$1,200.00
	SUB TOTAL	**$29,100.00**
Task 5	Storm Water Pollution Prevention Plan (Optional)	$6,200.00
Task 6	Water Quality Management Plan (Optional)	$4,300.00
	SUB TOTAL	**$10,500.00**
	TOTAL	**$39,600.00**

TERMS, FEES, AND CONDITIONS ARE VALID FOR 60 DAYS FROM THE DATE OF THIS PROPOSAL.

PROFESSIONAL FEE FOR SERVICES

Client agrees to compensate Consultant for civil engineering services and surveying services for a fixed fee amount of $26,500.00, and for Project Meetings and Coordination and Construction Support on a Time and Materials basis amount of $2,600.00. And if Optional items are requested, a fixed fee amount of $10,500.00.

EXTRA WORK

Client agrees to pay Consultant compensation for all authorized extra work at the hourly rates set forth in the attached Rate Schedule. All such extra work shall be authorized by the Client prior to commencing such work.

FEE ADJUSTMENTS

Client understands and agrees that the fees quoted for the services to be performed are subject to an annual increase on October 1st of each year, beginning in 2026. The percentage increases (if any) shall apply only to the unexpended portion of the total Agreement amount remaining on each such October adjustment date. The adjustment will be in accordance with adjustments in the Master

L.D. King, Inc. 975 N. Haven Avenue, Suite 200, Ontario, CA 91764 Phone (909) 945-0526

Subconsultant Proposal; LD King

LDKING
Engineers/Surveyors

ARCHITERRA DESIGN GROUP
SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

Agreement between the Civil Engineers and Land Surveyors of Southern California and the International Union of Operating Engineers Local No. 12, AFL-CIO.

L.D. King, Inc. 975 N. Haven Avenue, Suite 200, Ontario, CA 91764 Phone (909) 945-0526

Subconsultant Proposal; LD King

LDKING
Engineers/Surveyors

ARCHITERRA DESIGN GROUP
SHADY GROVE PARK DESIGN
IN THE CITY OF CHINO

PROPOSAL SUBMITTED BY:

Carla Berard, P.E., P.L.S.
CEO

THIS PROPOSAL DATED OCTOBER 9, 2025, IS ACCEPTED BY:

_____ Dated: _____
Signature

_____
Name Printed

L.D. King, Inc. 975 N. Haven Avenue, Suite 200, Ontario, CA 91764 Phone (909) 945-0526

Subconsultant Proposal; LD King

L.D. King, Inc. Rate Schedule

October 1, 2025 – September 30, 2026

Principal	$195.00
Sr. Engineer Designer	$189.00
Sr. Project Manager	$189.00
Project Manager	$170.00
Project Engineer	$150.00
Engineer/Designer III	$135.00
Engineer/Designer II	$119.00
Engineer/Designer I	$109.00
CAD Drafter III	$109.00
CAD Drafter II	$ 98.00
CAD Drafter I	$ 73.00
Administrative Assistant	$ 73.00
Intern	$ 54.00
Surveying Services	
Director of Survey	$194.00
Senior Survey Calculator	$162.00
Survey Calculator	$143.00
3-Man Survey Crew	$377.00
2-Man Survey Crew	$325.00
1-Man Survey	$207.00
Travel Time	
3-Man Survey Crew	$363.00
2-Man Survey Crew	$315.00
1-Man Survey	$201.00
Overtime Rates	
3-Man Survey Crew	$508.00
2-Man Survey Crew	$438.00
1-Man Survey	$309.00
Subsistence	
3-Man Survey Crew	$497.00
2-Man Survey Crew	$330.00
Construction Services	
Sr. Resident Engineer	$144.00
Resident Engineer	$138.00
Senior Inspector	$128.00
Inspector	$111.00
Car/Truck for Construction Services Personnel	$ 72.00/Day
Reimbursable Costs	
In-House Printing	Cost
Outsourced Printing Expenses	Cost + 15%
Express Mail & Delivery	Cost + 15%
Subconsultant Services	Cost + 10%

NOTE: L.D. King, Inc. reserves the right to change hourly rates on October 1, due to labor agreements, salary adjustments, and changes in operating expenses. All billings will be at the current billing rates.

LDKING **975 N. Haven Avenue, Suite 200 Ontario, CA 91764 (909) 945-0526**

Subconsultant Proposal; RGSE

R G S E Inc. Structural Engineers
2720 Cochran St. Suite 8B, Simi Valley, CA 93065
(805) 522-3379 www.rgseinc.com

October 15, 2025

DREW KRUMWIEDE, PLA
Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, CA 91730

Contract for: Structural engineering services for a new Trash Enclosure (one design), Shady Grove Park, Chino, CA per the RFP received 10/14/2025.

Project: Trash Enclosure, Shady Grove Park, Chino
Project No.: 25429

Dear Mr. Krumwiede,
Thank you for asking us to provide you with our proposal for above referenced project. Present herewith is RGSE Inc's evaluation of the scope of work and fees anticipated to complete the tasks.

Article 1, Assumptions/Parameters

1. We assume the soil is adequate for supporting the proposed structure using building code presumptive allowable soil stresses, and there are negligible amounts of sulfates, or other reactive chemicals unless noted otherwise on a soils report stamped and signed by a licensed geologist, and submitted to us prior to start of foundation design.
2. Our analysis will be based on CBC 2022 or 2025 part 2, volume 2, and referenced standards.
3. There are no existing subterranean structures, piping, or conduits that would affect the structural design.
4. The CLIENT will process submittals for permit.
5. The CLIENT will provide RGSE Inc with architectural plans in CAD, DXF, or REVIT format for use as our backgrounds.
6. The CLIENT will provide RGSE Inc with a geotechnical report with required information for foundation design, stamped and signed by a licensed professional engineer (if required by the building official).
7. The foundation design will consist of a conventional shallow footing system.
8. We do not check the internal structure of the elements being anchored, such as mechanical units, and prefabricated architectural elements. We assume that the elements are internally structurally adequate for credible loads.
9. Design/build and deferred submittals shall include:
    a. Veneer anchorage systems.
    b. Post tensioned slab on grade and foundations.
    c. Prefabricated trusses, commercial joists, shear walls, panels, and frames.
    d. Prefabricated mounted screens, awnings and eyebrows

Article 2, Basic Services

1. Design coordination with the other design professionals to ensure design intent is feasible.
2. Structural design and analysis in a Calculations package.
3. Structural Drawings for permit and construction.
4. Signing and sealing of the structural Drawings and Calculations.
5. Correspondence with Building Department Officials during the Plan check process.
6. Correspondence with contractors in the form of RFIs for clarifications and omissions.
7. Review and mark up the shop drawings and submittals as required by the Building department, and/or specifications.
8. Outline specification of structural materials in short form on our drawings.

Article 3, Exclusions and Additional services

The following services are not contemplated to be included within the scope of fee. These items may be added to the scope for an additional fee.

1. Architectural design and architectural code requirements including, but not limited to: Egress, Water and weather protection, Fire and smoke protection, Aesthetics, Window and ventilation requirements, Americans with disability act requirements ADA, Special space requirements and clearances, Planning department, and/or association requirements, Acquisition of reports, and/or drawings from other professionals, and Project management.
2. Soil engineering, civil engineering and site survey.
3. Detection or remediation of hazardous materials.
4. Mechanical, Electrical and Plumbing engineering.
5. Cost estimate and project schedule.
6. Means and methods of construction.
7. Workers safety and procedures.

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8. Design and details of site work like fence walls, retaining walls, walkways, and ornamental structures, except for those items specifically listed in scope.
9. Re-design due to new soil parameters or contractor errors.
10. Re-design due to changes in the architectural dimensions, elevations, or rooflines.
11. Long form specifications booklet.
12. 'As-built' or 'Record' drawings, unless noted otherwise.
13. Field verification of existing site conditions, unless noted otherwise.
14. Field verification of existing construction, unless noted otherwise.
15. Hydrology calculations.
16. Construction engineering, shoring of temporary conditions, and temporary earth retaining walls, except for those items specifically listed in scope.
17. Core drilling, concrete scanning, and material testing
18. Anchorage and stability of those elements and equipment less than 400 lbs and has a center of mass less than 48" tall except for those items specifically listed in scope.
19. Additional meetings, structural observations as not specified within Article 2. Note that even if structural observations during construction are not required by the Building Code or Official, they are highly recommended for review of the construction for general conformance with the approved construction documents.
20. Plan check and other jurisdictional fees.
21. REVIT or BIM models, unless noted otherwise.

Article 4, Compensation
For the services outlined in Article 2, RGSE Inc will bill a fixed fee of: **$5000.00**, plus reimbursable expenses.
Acceptable forms of payments are cash or checks made payable to RGSE INC or by bank or credit card at www.rgseinc.com/pay-online. Compensation shall be due base upon progress of the work as follows:

1	Retainer prior to start of work and minimum fee	20%
2	Upon submittal of report or schematic drawings End of Schematic design phase. Contains plans with structural systems outlined.	-
3	Upon Submittal of a 50% complete progress set of construction documents. End of design development phase. Contains plans, some typical details, and notes.	-
4	Upon Submittal of plan check ready drawings. End of construction document phase	80%
5	Upon Submittal of permit ready drawings. End of plan check phase	-
6	At end of construction administration phase or last observation report included in Article 2	-
7	Weekly for structural observations, reports, site meetings and transportation time to and from the project site, not included in Article 2.	Hourly rate shown below.
8	Weekly for additional scope or client approved changes not caused by errors and omissions by RGSE INC	Hourly rate shown below.

The above fee is based on all assumptions and exclusions, and each scope of the service shall be performed, and as described. Deletion or change to the assumptions, scope, or exclusions may affect the compensation quoted and /or the timing of our completion. The CLIENT agrees to compensate RGSE Inc for any additional services that are requested on an hourly basis. Services done at hourly rates will include travel time to meetings and trips to the project site. Where overnight stays are required for long distance projects or meetings, a minimum of 8 hours and a maximum of 12 hours will be billed for any one 24 hour period. The following rates are effective for up to one year after the date of this agreement. Rates are adjusted annually at the first of the year. Payment is due at the time these services are rendered.

Structural engineer	$240.00 per hour
Senior PE	$215.00 per hour
Professional engineer	$195.00 per hour
NDT Specialist	$195.00 per hour
Engineer in training	$170.00 per hour
Designer / technician	$140.00 per hour
Draftsman	$110.00 per hour
Administrator	$90.00 per hour
Intern	$50.00 per hour

The CLIENT may expedite the services by agreeing to compensate RGSE Inc for overtime expenses subject to the agreement of the engineer. Payment to RGSE Inc shall be made within thirty (30) days following receipt of invoices and shall be based upon the proportion of services completed. Payments outstanding after thirty (30) days shall accrue interest at the rate of 1 ½ % per month, simple interest. RGSE Inc shall place a lien on the address for projects with unpaid invoices that are more the 90 days past due.

Article 5. Reimbursable expenses
Standard expenses, such as reproductions, Postage, handling, and delivery fees, are in addition to our fees. Reimbursable expenses are charged at our standard rate of cost plus fifteen percent (15%).

Subconsultant Proposal; RGSE

Article 6, General Conditions

Unless this offer is previously accepted, it will be withdrawn automatically at 5pm, 60 days from the date of issue.

Contract: These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

Right of Entry: When entry to property is required for RGSE INC to perform its services, the CLIENT agrees to obtain legal right of entry on the property.

Documents: All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by RGSE INC are instruments of RGSE INC's service that shall remain RGSE INC's property. The CLIENT agrees not to use RGSE INC-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by RGSE INC, or for future modifications to this project, without RGSE INC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by RGSE INC will be at the CLIENT's sole risk and without liability to RGSE INC or its employees, and contractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless RGSE INC from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use, reuse, transfer or modification.

Hazardous Materials: RGSE INC shall have no responsibility for the discovery, presence, handling, remediation, accidental release, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event that RGSE INC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the RGSE INC's services, RGSE INC may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

Construction Phase Services: If RGSE INC performs any services during the construction phase of the project, RGSE INC shall not supervise, direct, or have control over Contractor's work. RGSE INC shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. RGSE INC does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Standard of Care: RGSE INC and its employees, contractors, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by professional engineers providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied. RGSE INC shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

Opinion of Probable Costs: When required as part of its work, RGSE INC will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by RGSE INC hereunder will be made on the basis of RGSE INC's experience and qualifications and will represent RGSE INC's judgment as an experienced and qualified consultant. However, users of the probable cost opinions must recognize that RGSE INC does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Suspension of Work: The CLIENT may, at any time, by written notice, suspend further work by RGSE INC. The CLIENT shall remain liable for, and shall promptly pay RGSE INC for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf. CLIENT shall pay RGSE INC pursuant to the rates and charges set forth in the Proposal. RGSE INC will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the project is suspended for more than thirty (30) calendar days in the aggregate, RGSE INC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, RGSE INC may, at their option, terminate this Agreement upon giving notice in writing to Client. CLIENT agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability resulting from such suspension. If Client fails to make payments when due or otherwise is in breach of this Agreement, RGSE INC may suspend performance of services upon five (5) calendar days' notice to the Client. RGSE INC shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

Liability: To the extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, members, partners, agents, employees, and sub-consultants, to Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to RGSE INC's services, the Project or this Agreement, or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed: 10x the total engineering fee recorded in Article 4 of this contract which has been paid to RGSE INC for this project. The CLIENT shall not withhold amounts from RGSE INC's compensation to impose a penalty or liquidated damages on RGSE INC, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless RGSE INC agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Indemnification: RGSE INC agrees to indemnify and hold harmless the CLIENT, its officers, directors, partners, and employees from and against any damages, losses, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by RGSE INC's negligent or wrongful acts, errors or omissions in the performance of professional services under this Agreement. Notwithstanding any language to the contrary in this Article, RGSE INC shall only be required to reimburse CLIENT for defense fees and costs including attorney's fees, in proportion to

Subconsultant Proposal; RGSE

RGSE INC's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to CLIENT's defense of a suit based on RGSE INC's actual negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. RGSE INC is not obligated to indemnify the CLIENT for the CLIENT's own negligence or willful misconduct. It is intended by the parties to this Agreement that Design Professional's services in connection with the Project shall not subject RGSE INC's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against RGSE INC's, a California corporation, and not against any of Design Professional's individual employees, officers or directors.

Governing Law: The laws of the state in which RGSE INC office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

Mediation: The CLIENT and RGSE INC agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Certifications: RGSE INC shall not be required to sign any documents, no matter by whom requested, that would result in RGSE INC's having to certify, guaranty, or warrant the existence of conditions that RGSE INC cannot ascertain. There is no implied warranty as to the final construction.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or RGSE INC. RGSE INC's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against RGSE INC because of this Agreement or RGSE INC's performance of services hereunder.

Consequential Damages: Neither the CLIENT nor RGSE INC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Transmission of agreement: Faxed or scanned and emailed signatures shall be treated as originals. Transmit the entire agreement, not just the signature page.

Additional Services: If the services covered by this Agreement have not been completed within thirteen months of the date of this Agreement, through no fault of RGSE INC, extension of the RGSE INC's services beyond that time shall be compensated as Additional Services.

Privacy: The Engineer agrees that all knowledge and information not already considered within the public domain which the Engineer may acquire from the Owner by virtue of performing services hereunder, will be regarded as strictly confidential and held in confidence and shall not be disclosed to anyone without the Owner's prior written consent to such disclosure.

Delay beyond reasonable control: Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Deferred engineering: Should deferred engineering be used such as pre-fabricated trusses, pre-fabricated metal building, post tension foundation, or any other deferred element, be utilized and designed by an engineer retained and reimbursed by other than RGSE INC, said engineer shall be primarily responsible for this work. RGSE INC shall not be liable for negligent acts, errors or omissions made by CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER, employee, including employee agents or sub-consultant, or anyone for whom CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER is legally liable. CLIENT further agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability arising from such errors or negligence arising from such deferred engineering.

Copies of documents: Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed and sealed by RGSE INC. Files in electronic media format or text, data, graphic or other types that are furnished by RGSE INC to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, RGSE INC makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by RGSE INC at the beginning of this assignment. The CLIENT agrees waive any claim against RGSE INC and to indemnify and hold harmless RGSE INC from any claim or liability resulting from parties unauthorized re-use of documents.

Contactor's responsibility: It is understood that the contractor, not RGSE INC, is responsible for the construction of the project, and that RGSE INC is not responsible for the acts, errors or omissions of any contractor, sub-contractor or materials supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor. CLIENT recognizes that the contractors CLIENT selects may commit errors, omissions, or other acts that lead to claims and that RGSE INC may be claimed against as well, because actual responsibility will not be determinable until discovery is complete. Because some of RGSE INC's employees may have to bear personal liability in such cases, a risk to which contractor's employees are immune; because, historically, many contractors have declared bankruptcy or dissolved their business in order to escape liability, an action that significantly increases RGSE INC's risk; and because CLIENT selects contractors, CLIENT agrees to reimburse RGSE INC for any settlement or judgment RGSE INC is required to pay beyond that amount which RGSE INCs extent of culpability otherwise would require.

Subconsultant Proposal; RGSE

Site observation: It is agreed that the professional services of RGSE INC do not extend to or include the review or site observation of the contractor's work or performance unless specifically listed in Article 2. CLIENT further agrees to waive any claim against RGSE INC, and to defend, indemnify and hold harmless RGSE INC from any claim or liability arising or alleged to have arisen from Site observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless RGSE INC from any claim or liability, arising from GENERAL CONTRACTOR'S performance, or failure of GENERAL CONTRACTOR'S work or alleged to have arisen from the GENERAL CONTRACTOR'S performance or the failure of the GENERAL CONTRACTOR'S work to conform to the design intent and the contract documents. CLIENT is not obligated to indemnify RGSE INC for the RGSE INC'S own negligence. Observation differs from inspection in that "observation" is defined as "the act of viewing or noting something, for scientific or other special purpose"; inspection is defined as "an especially careful or critical viewing of something".
RGSE INC reliance: RGSE INC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to RGSE INC such information as is available to the CLIENT and RGSE INC's contractors, and RGSE INC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for RGSE INC to assure the accuracy, completeness and sufficiency of such information either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGSE INC, and RGSE INC's employees and contractors from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the RGSE INC.
Relationship: This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent.
Maintenance: The Client agrees and understands that subsequent routine, periodic maintenance, maintenance inspections, and any other necessary repairs is required by the Client or Client selected contractor, sub-contractor, or other appropriate purpose entity for this Project. Further, the aforementioned requirements shall be a condition precedent for Client to subsequently assert a claim against Design Professional or Design Professional's sub-consultants pertaining to the system or building element.

Respectfully submitted,

Jeff Lubberts
Associate Principal, RGSE Inc.
Structural Engineer no.6432

I acknowledge having read this letter and the proposal contained therein, and agree to its terms and conditions. If this a contract with a corporation, estate or any other type of legal entity, I attest that I am an authorized to act on the behalf of the said organization. I hereby authorized you to commence work on this project.

DREW KRUMWIEDE, PLA
Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, CA 91730

By:_____

Date: _____

Billing email: _____

Subconsultant Proposal; SVA

Santa Ana + Pleasanton + San Diego + Davis + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

October 16, 2025

GREGG DENSON, PLA
Architerra Design Group – Principal | Director of Design
Phone: (909) 484-2800 Ext. 1015

Re: Shady Grove Park, 6776 Chino Ave, Chino, CA 91710

Dear Gregg,

SVA Architects, Inc. (SVA) appreciates the opportunity to submit our proposal to **Architerra Design Group (ADG)** to provide architectural services for the Shady Grove Park Restroom Building, located at 6776 Chino Ave, Chino, CA 91710. Enclosed are our proposed services, the project team members, and our fees for your review.

I. Project Description

The project scope includes access compliance improvements and maintenance/repair for the park restroom building.

II. Scope of Services

SVA will serve as the Architect and our team will provide design, engineering, and construction administration services for the project.

A. Assessment and Conceptual Design
   1. Evaluate existing conditions
   2. Confirm with stakeholders their required program and expectations
   3. Markup photos, as built plans to indicate scope of work
   4. Compose basis of design and scope of work narrative

B. Construction Document (CD) Phase
   1. Prepare Demolition Drawings
   2. Prepare Improvement drawings
   3. Develop Drawings and Specification for water closet adjustments
   4. Develop Drawings and Specification for toilet partitions
   5. Develop Drawings and Specification for ceiling plaster finish
   6. Develop in-house cost estimate
   7. Develop Drawings and Specification for miscellaneous work:
      C. Flooring replacement
      D. Restroom accessories
      E. Vent screens
      F. Exterior painting
      G. Vision screening enhancement

Subconsultant Proposal; SVA

H. Door and/or door hardware replacement if determined to be necessary.

I. Plan Check Phase
   1. Provide plans to ADG for use by ADG in submitting for plan check approval
   2. Respond to plan check comments

J. Bid phase
   1. Review bidder RFIs and provide responses
   2. Issue addenda if needed

K. Construction Phase
   1. Review submittals
   2. Respond to RFIs
   3. Visit site for progress observation and punch walk

III. Project Team

Our project team includes the following companies providing the scope and disciplines of work as shown.

Firm	Scope / Disciplines	Website
SVA Architects, Inc.	Architectural Design	www sva-architects.com

IV. Compensation

A. For the services described above, SVA proposes a fixed fee **Twelve Thousand Nine Hundred Fifty Dollars** for the base Architectural and Engineering fee.

Scope / Tasks	Proposed Fee
Preliminary Design	$3,512.00
Construction Documents	$8,140.00
Plan Check	$1,295.00
Bid	$925.00
Construction admin	$2,775.00
Base A&E Fee:	$16,650.00
Total Fee:	$16,650.00

B. Payment to SVA will be made monthly in proportion to the services performed.

C. Reimbursement for any direct expenses will be the actual expense with 10% markups. Reimbursable expenses will be for printing and deliveries, if requested by the client.

Subconsultant Proposal; SVA

Thank you for this opportunity to submit our proposal. Please feel free to reach out with any questions.

Sincerely,
SVA Architects, Inc.

Robert M. Simons, AIA
Partner & President | bsimons@sva-architects.com | Office: 949-809-3380 | Cell: 949-233-6391

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "A-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit "A-1".

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION**

SUBJECT

Award of Contract - Heritage Park Improvements Project (PK261).

RECOMMENDATION

1) Award a Professional Services Agreement in the amount of $248,800 to RHA Landscape Architects-Planners, Inc., Riverside, CA for design services for the Heritage Park Improvements Project (PK261); 2) authorize expenditures of up to $24,880 for project contingencies for a not-to-exceed potential contract amount of $273,680; 3) appropriate $173,680 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of $273,680; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

This additional appropriation to the Park Fund 340 and back fill from the General Fund 100 of $173,680, for the Heritage Park Improvements (PK261) is part of the Measure V Initiative and supports the City Council's commitment to allocating resources toward community park enhancements. There are sufficient General Fund reserves for this project.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure: 3408300-48004-PK261
Transfer In:	Transfer Out:

BACKGROUND

In March 2024, Chino voters approved Measure V, a one-cent sales tax increase to fund essential City services, such as park improvements and ball fields. During the same year, the Community Services, Parks & Recreation Department's Parks and Facilities Division completed a citywide assessment of playground equipment and safety surfacing at all City-owned and maintained parks. The resulting condition data informed a replacement schedule based on age, safety/compliance, and lifecycle status. Heritage Park was built in 1992, encompasses approximately 10 acres of open space and includes a picnic pavilion, playground, restroom/concession building, and three youth baseball fields. The park is the primary home field for Chino National Little League and experiences heavy community use. The playground and pavilion were identified for early-phase replacement due to condition and utilization.

The improvement project is also based on the Heritage Park accessibility survey completed in September 2019, which identified necessary improvements throughout the park, such as accessible paths of travel, accessible bleacher seating, concession building service counter, compliant picnic tables, and new accessible parking stalls. The project will also include LED lighting upgrades and related site utility work to meet current codes and standards. The project will also upgrade the baseball complex with shaded spectator seating, new backstops, and related amenities.

RHA Landscape Architects-Planners, Inc. was selected from the City's list of pre-qualified on-call consultants. RHA is a well-established firm with recent, relevant experience delivering successful projects in Chino, including Chino Rancho Park and multiple improvements at Ayala Park. Their familiarity with City standards and processes positions them to efficiently deliver this project. At staff's request, RHA submitted a detailed proposal to prepare plans, specifications, and construction documents in the amount of $248,800, inclusive of subconsultants for geotechnical, surveying/building scan, civil, architectural, electrical, and stormwater/hydrology services.

ISSUES/ANALYSIS

Staff is recommending that City Council authorize a Professional Services Agreement in the amount of $248,800 to RHA Landscape Architects-Planners, Inc., Riverside, CA for the design of the Heritage Park Improvement Project. In addition to the contract amount, staff is requesting to spend up to $24,880 on contingencies for unanticipated work, bringing the total potential contract to $273,680. This request requires appropriation of $173,680 to the Park Fund 261 with backfill from the General Fund reserves for a revised project budget of $273,680.

Attachment: RHA Landscape Architects-Planners, Inc. - Agreement/Proposal

Project Name/No.: _____ **Contract No.: _____**
Project Manager: _____ **Approved: _____**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO AND RHA LANDSCAPE ARCHITECTS PLANNERS, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 16th day of December, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and RHA Landscape Architects Planners, Inc., a landscape architect firm ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder

and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant 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 one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Forty-Eight Thousand Dollars and Zero Cents ($248,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Doug Grove	President
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the

services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Michael Milhiser or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event 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.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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.

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and No Cents ($0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Silvia Avalos, Director of Community Services, Parks, and Recreation

CONSULTANT:

RHA Landscape Architects Planners, Inc.

By:_____
Name: Doug Grove
Title: President

By:_____
Name: _____
Title:_____

Address: 6840 Indiana Ave. Ste. 100
Riverside, CA 92506

_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

LANDSCAPE ARCHITECTS PLANNERS, INC.

PROPOSAL

TO: Michael Milhiser
City of Chino
13220 Central Avenue
Chino, CA 91708

Date: September 18, 2025
Project: Heritage Park Renovation

Dear Michael,
RHA Landscape Architects-Planners, Inc. has developed the following scope of services and fee schedule for design services requested on the Heritage Park Renovation project. We understand the scope of improvements to include the following:

- Concession building – lower one serving window and replace roof covering
- Replace existing backstops, fencing, and dugouts
- Replace existing playground
- Replace existing picnic shelter
- New concrete paving around all site amenities
- Replace of infields and related equipment
- Replace of all site irrigation
- New turf in all disturbed areas
- New accessible parking stalls
- Replace of all current walkway lighting fixtures and add new lighting for uniform illumination
- Replace of all current parking lot lighting fixtures and add new lighting for uniform illumination

1. DESIGN DEVELOPMENT

a. Project Coordination and Meetings

We will prepare and update a project schedule and coordinate the project with you as required. We will be available for project discussions in person, over the phone, and via email. We will manage and coordinate the project internally to ensure it stays on schedule. We will attend meetings with you and City staff as required during the course of the project. We can schedule the meetings online or in person as needed.

b. Site Research and Base Plan

We will visit the site to review the existing conditions for the preparation of the base plan in conjunction with the topographic survey.

c. Geotechnical Investigation and Report

Converse Consultants will conduct a geotechnical soils investigation and report for use in grading and structural calculations and paving sub-base recommendations.

d. Topographic Survey, Utility Research and Building Scan

PBLA Engineering will prepare a complete topographic survey that will include:

- Record research with the governing agency for existing mapping on and adjacent to the site. Compile relevant data for the basis of a survey control plan.
- Aerial survey of improvement areas and provide topographic survey at a scale of 1" = 40' with 1 ft. contours, spot elevations, and all visible man-made features for design survey and dip existing sewer and storm drain manholes. Locate all existing above ground utilities. Topographic survey of existing curbs, gutter and lip of gutters. On-site topographic survey of all existing tie-ins. Cross section of Chino Ave and Norton Ave including back of sidewalk, TC, TL and lid of gutter property at 25-foot intervals. PIQ side only, no street shots.
- Conduct required field work to locate existing monuments and analyze record mapping to establish overall project control. The Survey Control Plan shall exhibit, describe all official monuments and all temporary control points found and/or set for this project, for future use.
- Provide as-built floor plan with elevations based on fieldwork required to scan interior/exterior of existing building approximately 1,300 sf.

e. Site and Building Design Development and Cost Estimate

We will prepare a colored Design Development Plan along with detailed cost estimates for review. The package will also include photographs and renderings of the proposed amenities and improvements including the improvements to the building. These materials will be presented to city staff for their comments and feedback. Based on their input, we will revise the plan and estimates as needed to secure final city approval before proceeding with the construction documents.

2. CONSTRUCTION DOCUMENTS

a. Project Coordination and Meetings

We will prepare and update a project schedule and coordinate the project with you as required. We will be available for project discussions in person, over the phone, and via email. We will manage and coordinate the project internally to ensure it stays on schedule. We will attend meetings with you and City staff as required during the course of the project. We can schedule the meetings online or in person as needed.

b. Demolition Plans

RHA will prepare a demolition plan that will identify all existing items within the proposed improvement areas and whether they are to be protected-in-place or removed.

c. Precise Grading Plans

PBLA Engineering will prepare a grading plan for the proposed improvements. Spot elevations, contours, grading notes and earthwork quantities will be provided.

d. Erosion Control Plans

PBLA Engineering will prepare an erosion control plan in accordance with City of Chino standards using for inclusion in the precise grading plan set. This plan will provide erosion control based on completed rough grading.

e. Hydrology / Hydraulics Report

PBLA Engineering will prepare on-site hydrology study that includes existing & developed condition hydrology, flood routing if required and establish size of storm drain conduits for on-site systems. This will be coordinated with the overall regional hydrology study for master planned systems as required.

f. Storm Water Quality Management Plan
PBLA Engineering will prepare a Storm Water Quality Management Plan (WQMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

g. Storm Water Pollution Prevention Plan
PBLA Engineering will prepare Storm Water Pollution Prevention Plan (SWPPP) to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

h. Architectural Plans and Details
PBLA Architecture will prepare architectural plans and detail for the modifications to the concession building. Details will be provided to demonstrate proper installation.

i. Electrical Plans and Details
JCA Electrical Engineering will prepare electrical plans that will identify all proposed electrical improvements. Scope includes new metered main service, new parking lot lighting, new walkway lighting, new shade shelter/canopy lighting, new irrigation controller connection, new scoreboard connection, new site raceway/power for future camera system, new site low voltage raceway for future solar system, lighting replacement in existing storage building, lighting replacement in existing concession/restroom building and power modifications in existing concession/restroom building.

j. Construction Plans and Details
RHA will prepare construction plans that will identify all proposed improvements. Details will be provided to demonstrate proper construction and installation.

k. Irrigation Plans and Details
RHA will prepare irrigation plans that will layout all piping, valve, control equipment, backflow prevention and sprinkler heads and/or drip irrigation for irrigation of the planted areas. Details will be provided to demonstrate proper installation.

l. Planting Plans and Details
RHA will prepare planting plan that will locate and identify all items of plant material to be used. Details will be provided to demonstrate proper installation.

m. Specifications
Our team will prepare specifications for the proposed improvements.

n. Plan Check Revisions and Coordination
Our team will make all necessary revisions to the plans based on plan check comments.

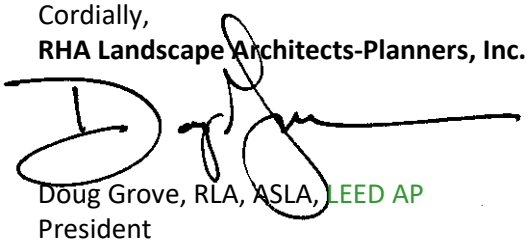
o. Opinion of Probable Construction Cost
RHA will prepare a detailed opinion of probable construction cost at the 60%, 90% and 100% submittal of the construction documents. The estimate will be a very detailed line-item document identifying all of the specific amenities proposed for construction.

p. Bidding and Construction Administration
These services will be determined after the construction document phase.

FEE SCHEDULE

DESIGN DEVELOPMENT		
Project Coordination and Meetings	$	2,500
Research / Site Analysis / Photography	$	1,200
Topographic Survey, Utility Research & Bldg. Scan	$	24,250
Geotechnical Soil Testing & Report	$	20,000
Building Design Development Plans and Estimate	$	9,000
Site Design Development Plans and Estimate	$	11,000
Subtotal Hours		**391**
Subtotal Dollars	**$**	**67,950**
Expenses	**$**	**500**
TOTAL	**$**	**68,450**
CONSTRUCTION DOCUMENTS		
Project Management & Meetings	$	4,650
Demolition Plans	$	7,400
Precise Grading Plans & Earthwork Quantities	$	27,000
Erosion Control Plan	$	4,000
Hydrology / Hydraulics Report	$	12,000
Storm Water Quality Management Plan	$	14,000
Storm Water Pollution Prevention Plan	$	9,000
Electrical Plans & Details	$	32,250
Architectural Plans & Details	$	10,500
Construction Plans & Details	$	16,250
Irrigation Plans & Details	$	11,500
Planting Plans & Details	$	8,600
Cost Estimate	$	6,100
Specifications	$	3,400
Plan Review and Revisions	$	12,200
Subtotal Hours		**1,064**
Subtotal Dollars	**$**	**178,850**
Expenses	**$**	**1,500**
TOTAL	**$**	**180,350**
TOTAL HOURS		**1,455**
TOTAL EXPENSES	**$**	**2,000**
TOTAL FEES	**$**	**246,800**
TOTAL DOLLARS	**$**	**248,800**

Cordially,
RHA Landscape Architects-Planners, Inc.



Doug Grove, RLA, ASLA, LEED AP
President

Authorized by:
City of Chino

By: _____

Date: _____

ATTACHMENT - 1

NORMAL HOURLY RATES

Senior Principal	$230.00 per hour
Principal Landscape Architect	200.00 per hour
Project Manager	180.00 per hour
Landscape Designer	150.00 per hour
Administrative Personnel	125.00 per hour

OUTSIDE CONSULTANTS
Services of outside consultants **not listed in this proposal**, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS
Reimbursable items, such as the cost of blueprinting, graphic reproduction, plotting, FAX and photo copying, at our direct cost plus 15%. Auto travel will be charged at 70 cents per mile.

OVERTIME REQUESTS
It is RHA's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by RHA. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates above.

CONDITIONS OF PAYMENT
We will bill on a monthly basis in proportion to the time spent on the project to date. All billing statements are due upon receipt. Interest will be charged at the rate of 1-1/2% per month on the past due balance thirty days and over. Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase of 6%.

NOTICE
Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to: The Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, California 95814, (916) 445-4954.

ATTACHMENT-2
ADDITIONAL SERVICES

Additional services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable items, per Attachment-Additional services may include, but are not limited to:

1. Revisions or modifications to documents, drawings, or specifications when such revisions or modifications are inconsistent with approvals or instructions previously given or are required by the enactment or revision of codes or laws by governmental agencies having jurisdiction over the project subsequent to the preparation of such documents, drawings, or specifications
2. Delta revisions or modifications to documents, drawings, or specifications when the plans have previously received City approval
3. Color Renderings or illustrations not listed herein
4. Any work requested by the Owner that is not heretofore mentioned
5. Meetings or Field Services beyond allowance specified in proposal
6. Tree inventory of existing trees or services of an arborist other than the topo survey.
7. Bidding and Construction services

OWNER'S RESPONSIBILITY

1. The cost of blueprinting, graphic reproduction, plotting, and other reimbursable items per Attachment-1.
2. Agency submittals for approval

OWNERSHIP OF DOCUMENTS

Drawings and specifications shall become the property of the Client at completion of services and payment thereof. RHA, however, does not assume any professional responsibility or liability for use of the drawings or specifications at any location other than this particular site. City will hold RHA harmless for any error or omission arising out of the use of the drawings and specifications at any other location and will be responsible for defending RHA from any third-party actions because of such use.

INDEMNIFICATION

It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including field observation services, have been performed in full by RHA. The Client acknowledges that the inability of RHA to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the project. Therefore, in the event that this agreement is prematurely terminated or that RHA is otherwise precluded from completing the services set forth herein, the Client agrees to hold harmless, indemnify, and defend RHA from and against any and all claims.

LIMITATION OF LIABILITY

The Client agrees to limit RHA's liability to the Client and to all construction contractors and subcontractors on the project due to RHA's negligent acts, errors or omission, such that the total aggregate liability of RHA shall not exceed fifty thousand dollars ($50,000.00) or the amount of RHA's contractual fee, whichever is greater.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) days written notice via registered mail, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others, the landscape architect shall be paid his compensation for expenses then due. If a dispute arises under this contract and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "A-1".

II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.

IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

		DAYS TO PERFORM	DEADLINE DATE
A.	**Task A – Design Services for Heritage Park Improvements**	___100 Days___	___May 5, 2026___
B.	**Task B – Bidding Assistance**	____60 Days____	_September 1, 2026_
C.	**Task C – Construction Administration**	Completion of Project	__June 30, 2027__

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc. (dba Waste Management).

RECOMMENDATION

Approve the Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc., and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact. Sanitation rates charged to customers are sufficient to cover contract costs.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino has contracted continuously with Waste Management (WM) for refuse collection, recycling, and disposal services since 1969. Between 1969 and 1997, the franchise agreement was amended multiple times to reflect evolving operational needs, rate adjustments, and service expansions associated with the City's growth. Many of these early amendments predate the solid waste regulatory framework, including Assembly Bill (AB) 939 (50% diversion mandate), AB 341 (mandatory commercial recycling), AB 1826 (mandatory commercial organics recycling), and Senate Bill (SB) 1383 (statewide organic waste reduction, edible food recovery, and procurement requirements).

In 1997–1998, as the AB 939 sunset date approached, the City conducted two public workshops with the County of San Bernardino and WM to evaluate long-term disposal capacity and regional system options. Only two viable long-term landfill facilities were available at that time, the County's Mid-Valley Landfill and WM's El Sobrante Landfill. Following a technical evaluation of disposal costs, long-term capacity, environmental liabilities, and operational reliability, the City Council determined that El Sobrante provided the most stable and cost-effective solution. The City subsequently entered into a new 10-year franchise with a three-year evergreen clause.

Since that time, as each term approached expiration, staff has continued to conduct study sessions, evaluate regional market conditions, and negotiate updates to maintain regulatory alignment and ensure reliable, cost-effective service.

The current franchise agreement, approved by the City Council in May 2017 and effective January 1, 2018, established a 15-year base term with an optional 5-year renewal. The agreement incorporated the then-emerging SB 1383 regulatory framework, expanded programmatic requirements for State-mandated recycling and organics collection, and transitioned all street-sweeping services into the franchise structure.

The City is currently in year eight of the fifteen-year franchise term. The proposed Amended and Restated Agreement does not reopen or renegotiate the franchise term. Instead, it serves as a targeted mid-term update to address specific operational, financial, and regulatory needs that have emerged since 2018.

ISSUES/ANALYSIS

On October 14, 2025, staff conducted an Integrated Waste Management Services Study Session to provide an overview of the City's Green Chino Program, review the City's long-standing partnership and operational history with WM, and present the key components of the proposed Amended and Restated WM Franchise Agreement. The purpose of the Study Session was to obtain direction from the City Council and confirm staff's recommendation to proceed with finalizing the proposed agreement based on the operational, financial, and regulatory considerations discussed.

WM maintains a substantial operational footprint within the City of Chino, including its Redwood Avenue operations yard and the publicly accessible compressed natural gas (CNG) fueling station. This locally based infrastructure directly contributes to rate stability by reducing fuel

consumption, limiting vehicle wear, and minimizing routing inefficiencies, thereby supporting long-term operational sustainability and high-quality service delivery.

WM continues to demonstrate strong community partnership and service reliability. The company maintains an active presence in Chino by participating in City events, supporting public education initiatives, and assisting with Green Chino outreach and regulatory compliance programs. These efforts reinforce WM's alignment with the City's environmental goals and its commitment to meeting ongoing State mandates.

Operational performance under the existing franchise has remained exemplary. WM consistently maintains an error rate of less than one percent across all service categories, an indicator of effective route management, responsive customer service, and strong adherence to contract performance standards. This level of reliability minimizes service disruptions, supports customer satisfaction, and ensures ongoing compliance with State regulatory requirements.

Under the current franchise, WM provides substantial financial value to the City through a combination of incentive-based and CPI-indexed contributions that help maintain competitive customer rates and support core public services. The table below summarizes the contributions.

Incentivized Programs	**WM Contributions (CPI increases annually)**	**Benefits**
Public Benefit Payment	$562,000 / annually	Contractual obligation of WM; not a rate-payer funded fee
Street Sweeping	$400,000 / annually	Supports State stormwater and trash regulatory compliance requirements
City Services	$300,000 / annually	Refuse & recycling services City facilities & events
Public Outreach	$15,000 / annually	Supports public education, outreach, and compliance assistance

Over the 15-year base term, these components collectively provide approximately $19.8 million in direct financial benefit to the community.

The Amended and Restated Agreement further addresses the recent court ruling in the Rogers v. City of Redlands (2025) 112 Cal. App. 5th 667 matter. There, the court ruled that local agencies are prohibited from imposing a "tax, permit fee or other charge for the privilege of using its streets or highways, other than a permit fee for extra legal loads." Importantly, the current version of the WM franchise agreement does not impose any such fees on rate-payers as did Redlands, but instead included a contractual obligation of WM to pay an alley/street rehabilitation contribution. Nevertheless, the proposed agreement removes such WM contribution and, instead, clarifies that the $562,000 annual contribution is a public benefit payment by WM and usable by the City for unrestricted purposes.

The City's solid waste rates remain competitive within the region. As part of this update, staff conducted a comparative analysis of residential rates across neighboring jurisdictions to ensure Chino's rates align with similarly situated agencies. The continuation of key cost-containment measures within the Amended and Restated Franchise Agreement further supports long-term

rate stability and protects customers from cost volatility associated with fuel, disposal, and evolving State regulatory requirements. These provisions reinforce the City's commitment to maintaining affordable, predictable rates while sustaining high-quality, compliant, and environmentally responsible service levels.

The proposed Amended and Restated Agreement focuses on a limited set of key areas, including enhanced SB 1383 organics compliance, refinements to the street-sweeping service model, and an update to the franchise fee structure. These modifications are intended to maintain regulatory alignment, improve operational efficiency, and ensure the long-term sustainability of the City's integrated waste management, recycling, and organics diversion programs. For a summary of all changes see Attachment 2.

Street-Sweeping Oversight Responsibilities. Under the proposed agreement, WM will enhance its street-sweeping oversight, supervision, and administration of all street-sweeping services provided to the City. This includes supporting compliance with the City's Municipal Separate Storm Sewer System (MS4) Permit by ensuring that street-sweeping operations contribute to pollutant reduction, litter control, and improved stormwater quality. WM will designate a primary contract representative to serve as the City's main point of contact and to ensure consistent adherence to all performance standards.

WM will conduct regular field inspections, monitor route performance, and review operational data, including route completion reports, service logs, and street-sweeping metrics tied to MS4 compliance such as debris accumulation, prohibited discharges, and sweep-related stormwater observations. WM will also track resident complaints, assess service needs, and recommend route or schedule adjustments to improve both operational efficiency and stormwater outcomes.

WM will maintain accessible communication channels for residents, including a dedicated phone line, email, or online portal, and will be responsible for timely complaint intake, investigation, resolution, and follow-up.

To ensure accountability, WM will track key performance indicators such as monthly complaint totals, complaint types and resolution times, inspection results, MS4-related observations, and any operational modifications. WM will compile this information into a monthly performance report summarizing service trends, identifying areas for improvement, and outlining corrective or preventive actions. This reporting framework supports data-driven oversight, enhances MS4 compliance, improves transparency, and ensures street-sweeping operations remain responsive to community needs and aligned with City expectations.

Enhanced Reporting Requirements. The Amended and Restated Agreement strengthens the City's oversight and compliance framework by requiring comprehensive quarterly and annual reporting from the Contractor. These reports ensure transparency, verify regulatory compliance under AB 939, AB 341, AB 1826, and SB 1383, and support the City's ability to monitor service performance, diversion outcomes, and customer responsiveness.

Quarterly Reports must be submitted within forty-five (45) days of each quarter's end and include detailed tonnage information by program type, diversion performance, facility disposition data, commercial recycling and organics compliance metrics, contamination notifications,

customer complaint trends, corrective actions, and Construction & Demolition (C&D) diversion results. These reports provide the City with regular, data-driven insight into service levels, operational adjustments, and areas requiring targeted outreach or enforcement.

In addition, an Annual Report is required within forty-five (45) days of each calendar year end. The Annual Report provides a comprehensive summary of system performance, program participation, customer counts, regulatory compliance progress, and recommended changes to maintain alignment with AB 939 and SB 1383 requirements. It also includes organizational disclosures, gross receipt documentation (upon request), and delinquency reporting for commercial accounts. Collectively, these reporting requirements support the City's ability to effectively oversee the franchise, validate diversion progress, and maintain compliance with State mandates.

Contamination Monitoring and Enforcement. The proposed agreement strengthens SB 1383 compliance through a comprehensive contamination monitoring program. WM will use its WM Smart Truck℠ on-board video and digital systems to conduct annual route reviews and document instances of Prohibited Container Contaminants and Excluded Waste, including time, date, location, and photos tied to the customer account. For residential customers, WM will collect contaminated containers and issue progressive education and warning notices for the first and second violations within a rolling 12-month period, with the option to assess Contamination Fees beginning with the third violation. For commercial and multi-family customers, WM may assess Contamination Fees for each occurrence (with an initial grace period for new accounts), and may increase container size, collection frequency, or require additional containers when warranted. Excluded Waste is not collected; containers are tagged in the field and customers receive written notice explaining the violation and required corrective actions. WM will provide the City with quarterly summaries of repeat contamination and Excluded Waste violations, along with supporting documentation, to support City oversight and, where appropriate, further enforcement action.

SB 1383 Compliance and Monitoring Support. The proposed agreement strengthens the City's ability to meet ongoing State-mandated organics diversion requirements by formalizing WM's role in supporting annual SB 1383 compliance reviews. Upon the City's request, WM will conduct records-based ("desk") reviews and perform limited field audits of commercial and multi-family generators to verify compliance with State source-separation and service-subscription requirements. These reviews include confirming adequate service levels, identifying potential waivers, and recommending corrective service adjustments where appropriate.

While WM will assist in reviewing customer data and performing on-site field audits, all physical inspections of premises for enforcement purposes, as well as any corrective or enforcement actions required under 14 CCR Sections 18995.1, 18995.3, and 18995.4, remain the sole responsibility of the City. This framework ensures that the City retains full regulatory authority while leveraging WM's operational expertise to support monitoring, documentation, and compliance alignment with SB 1383.

Franchise Fee & Administrative Fees. The updated Agreement maintains the City's long-standing franchise fee structure but no longer specifies a fixed percentage (e.g., 10% or 12.5%).

Instead, the Agreement clarifies that the applicable Franchise Fee shall be the amount lawfully established and approved by the City through a Proposition 218-compliant process. This structure ensures flexibility for future adjustments while maintaining full compliance with State constitutional requirements. For Commercial and Contractor-billed accounts, WM will remit the Franchise Fee (currently 10%) to the City monthly based on Gross Receipts. For Residential and City-billed accounts, the City will retain the applicable Franchise Fee (currently 12.5%) at the time customer payments are received.

In addition to the Franchise Fee, the Agreement includes modernized Administrative Fees to reimburse the City for the actual and reasonable costs of providing solid waste program oversight. These include the Billing Service Fee to recover City billing and account administration costs, and the Recycling Administration Fee to support AB 939 and SB 1383 compliance activities. Each fee includes defined verification and adjustment procedures to ensure cost transparency, protect ratepayers, and maintain consistency with applicable laws. All such fees may be adjusted through Proposition 218 process.

Procurement of Recovered Organic Waste Products. Pursuant to 14 CCR §18993.1, all jurisdictions are required to procure a State-assigned annual quantity of Recovered Organic Waste Products, including compost, mulch, renewable gas, electricity generated from biomass conversion, or other products derived from recovered organic materials. These procurement obligations are a core component of the SB 1383 Short-Lived Climate Pollutant Reduction Regulations, designed to create statewide end-use markets that divert organic waste from landfills.

At this time, the regional infrastructure necessary to support these procurement pathways does not exist. The regulations require highly prescriptive specifications, delivery standards, end-use documentation, verification, and application protocols that are operationally unrealistic for the City to implement. There are currently no local markets, no feasible distribution or application mechanisms, and no cost-viable procurement opportunities that would enable the City to meet the State-mandated volumes through direct procurement.

To maintain compliance during this period in which the State's infrastructure and markets are still emerging, the City is utilizing State-authorized procurement credits. These credits serve as a temporary compliance mechanism under SB 1383 and allow the City to remain in good standing until viable procurement pathways are established.

The underlying legislation also imposes mandatory program costs, including organics collection, contamination monitoring, public education and outreach, recordkeeping, reporting, and procurement. These activities must be funded through Proposition 218-compliant solid waste service rates. At present, the City is offsetting its organic processing and outreach costs; however, staff will reevaluate the City's solid waste rate structure once the necessary procurement infrastructure exists and the City is able to operationalize the procurement provision of SB 1383.

The Amended and Restated Agreement is intentionally structured to preserve the City's flexibility in meeting SB 1383 procurement requirements, particularly given the absence of viable regional infrastructure and end-use markets for recovered organic waste products. In

recognition of these constraints, the City and WM are evaluating the feasibility of developing a separate, cost-neutral Procurement Agreement.

This standalone agreement would only be pursued if mutually acceptable terms can be negotiated and if practical procurement pathways, such as certified compost, mulch, or renewable gas products, become available within the region. Until such time, and in order to maintain regulatory compliance, the City continues to utilize State-authorized procurement credits as an interim compliance mechanism.

CONCLUSION

The proposed Amended and Restated Integrated Waste Management Services Agreement reflects a focused, practical update to the City's long-standing solid waste partnership. The revisions strengthen day-to-day operational accountability, improve enforceability, and align the agreement with the State's increasingly complex regulatory environment, including SB 1383, MS4 requirements, and enhanced contamination-monitoring obligations.

While the core structure of the franchise remains intact, the updated provisions modernize the agreement in the areas where service needs, compliance standards, and community expectations have evolved. These refinements support clearer oversight, more consistent performance reporting, and a stronger framework for maintaining reliable service and long-term rate stability in accordance with Proposition 218.

Overall, the agreement provides a technically sound and fiscally responsible foundation that positions the City of Chino to sustainably meet current and future solid waste program requirements, uphold regional rate competitiveness, and continue delivering high-quality service to the community.

Therefore, staff recommends that the City Council approve the Amended and Restated Integrated Waste Management Services Agreement with USA Waste of California, Inc.

Attachments:
Attachment 1 - Restated & Amended Integrated Waste Management Franchise Agreement
Attachment 2 - Summary Table: Proposed Amended & Restated Agreement vs. Current Agreement

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AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF CHINO AND
USA WASTE OF CALIFORNIA, INC.
FOR THE PROVISION OF INTEGRATED WASTE MANAGEMENT SERVICES

This AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF CHINO AND USA WASTE OF CALIFORNIA, INC. FOR THE PROVISION OF INTEGRATED WASTE MANAGEMENT SERVICES ("Agreement") is effective as of December 16, 2025 (the "Effective Date") (with commencement of services contemplated by this Agreement beginning on January 1, 2026, or as statutory or regulatory enforcement obligations arise under Applicable Law (the "Commencement Date") by and between the City of Chino ("City") and USA Waste of California Inc., a Delaware Corporation ("Contractor") for integrated waste management services. City and Contractor are occasionally referred to herein individually as a "party" and collectively as the "parties".

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Discarded Materials, as defined herein, handling within their jurisdictions; and

WHEREAS, AB 939 requires cities and counties to reduce, reuse, and recycle (including composting) Discarded Materials generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill (AB) 341 of 2011 places requirements on businesses and multi- family property owners that generate a specified threshold amount of Discarded Materials to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill (AB) 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, Senate Bill (SB) 1383, the Short- lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 Regulations place requirements on multiple entities including the City of Chino's residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the City Council of the City of Chino declares its intention of maintaining reasonable rates for the collection, transportation, recycling, composting, and disposal of Discarded Materials and for providing temporary bin/roll-off services to commercial and residential premises within the City of Chino; and

WHEREAS, City awarded to Contractor an Agreement dated May 16, 2017, which became effective as of January 1, 2018 (the "Existing Agreement"), which is still in effect; and

WHEREAS, SB 1383 requires the City to implement certain organic waste collection programs and other regulatory requirements; and

WHEREAS, the City has chosen to delegate some of its responsibilities for Discarded Materials as set forth in SB 1383 and Chino Municipal Code (Chapters 8.16 and 8.18) to the Contractor through this Agreement; and

WHEREAS, the parties desire to amend and restate the Existing Agreement accordingly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF EXCLUSIVE FRANCHISE

The Existing Agreement granted Contractor an exclusive Franchise for the collection, handling and processing of Discarded Materials within the City of Chino. This Agreement continues and restates such exclusive Franchise as provided herein and pursuant to the City of Chino Municipal Code (Chapters 8.16 and 8.18) and California Public Resources Code Section 40059(a)(1), all of which permits Contractor's Franchise for the collection, transportation, transfer, recycling, composting, and disposal of Solid Waste, Green Waste, Food Waste, Recyclable Materials, Organic Waste and Construction and Demolition Waste and for providing temporary Bin/Roll-Off Box services for all Commercial Premises and Residential Premises within the City of Chino. City reserves the right to amend City Ordinances in any manner necessary for the safety or welfare of the public or to protect the public interest. This Agreement shall be in force and effect beginning Effective Date within the corporate City Limits as they now or may hereafter exist, as shown in Exhibit "A."

2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the City of Chino Municipal Code (Chapters 8.16 and 8.18), California Code of Regulations, or California Public Resources Code, the definitions in the City Code, California Code of Regulations, or Public Resources Code shall apply.

2.1 AB 939 - means the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

2.2 Affiliate (non-capitalized and all variations thereof) - means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly

or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management and shall be deemed to be "affiliated with" Contractor and included within the term "affiliates" as used herein. An affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Contractor, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Contractor.

2.3 Applicable Law - means all Federal, State, county, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirements of any governmental entity (including City Ordinances) or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the collection services, including judicial interpretations thereof, that are in force on the Effective Date including without limitation AB 939, AB 341, AB 1826, and SB 1383 and all implementing regulations of CalRecycle, as may be enacted, issued or amended thereafter, until termination or expiration of this Agreement.

2.4 Approved C&D Processing Facility - means the facility identified on Exhibit "D," that is licensed for the handling, processing and Recycling or disposal (as appropriate) of Construction and Demolition Debris, and which is Contractor selected and City approved.

2.5 Approved Organic Waste Processing Facility - means the facility identified on Exhibit "D," that is licensed for the handling, processing and Recycling or disposal (as appropriate) of Organic Waste, and which is Contractor selected and City approved.

2.6 Approved Source Separated Recyclable Materials Processing Facility - means the facility identified on Exhibit "D," that is licensed for the handling, processing and Recycling of Source Separated Recyclables, and which is Contractor selected and City approved.

2.7 Approved Transfer Facility - means the facility identified on Exhibit "D," which is a transfer station owned or operated by Contractor or its affiliates, and which is Contractor selected and City approved.

2.8 Bins - means those Containers provided by Contractor for Commercial Premises and Multi-Family Premises. Bins are Containers usually 2-6 cubic yards in size, which are picked up by trucks by means of front loading apparatus; Bin sizes vary depending on the manufacturer, and any reference to Bin sizes in this Agreement is an approximation subject to +/- 10% of the stated capacity.

2.9 Biohazardous or Biomedical Wastes - means wastes, which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, infectious waste, hypodermic needles, contaminated clothing and surgical gloves.

2.10 Blue Container – means that Container provided by Contractor, as described in 14 CCR Section 18982.2(a)(5), to be used for the purpose of storage and collection of Blue Container

Waste. Blue Containers shall comply with the color requirements of 14 CCR Section 18984.7 upon such time as new or replaced Containers are put into service in accordance with Section 5.1.a.ii..

2.11 Blue Container Waste – means (1) Source Separated Recyclables, and (2) Source Separated Organic Waste that is not designated for placement in a Green Container (e.g., paper, untreated wood). Blue Container Waste does not include Excluded Waste.

2.12 Bulky Goods - means discarded appliances (including refrigerators), furniture, carpets, mattresses, E-Waste, bundled and tied yard waste and/or wood waste that does not qualify as Green Waste due to its size, and similar large items which can be safely handled by two (2) people or weigh no more than two hundred (200) pounds and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Goods must be generated by the Customer and at the service address from which the Bulky Goods are collected. Bulky Goods do not include abandoned automobiles, auto parts, trees, Construction and Demolition Debris, tires, jacuzzi tubs or spas, hot tubs, trampolines or items that cannot be handled by two persons. Bulky Goods are considered Discarded Material for purposes of this Agreement. Bulky Goods do not include Excluded Waste.

2.13 Business Days – means any day except any Saturday, any Sunday, and any day which is a Federal legal holiday in the United States.

2.14 California Code of Regulations or CCR - means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

2.15 CalRecycle - means California's Department of Resources Recycling and Recovery, which is the State Department designated with responsibility for developing, implementing, and enforcing SB 1383 and related Applicable Laws on jurisdictions and other regulated entities.

2.16 Cart - means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of approximately no less than 32-gallons and no greater than 96-gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation of +/- 10% of the stated capacity.

2.17 City Limits - means the boundaries of the City of Chino together with all amendments and annexations thereto, which boundaries are shown by maps incorporated herein by reference and which are on file in the Office of the City Clerk of the City Council, as shown in Exhibit "A" hereto.

2.18 Collection Location – means the appropriate location for placement of Containers at a locale appropriate and accessible for Contractor's collection of Discarded Materials in

accordance with the City of Chino Municipal Code and as determined by Contractor. Collection Locations for Single Family Residential Units, for example, are generally Curbside.

2.19 Commercial Premises - means Customers at all premises in the City other than Residential Premises upon which a business activity is conducted including but not limited to retail sales, wholesale operations, manufacturing, assembling, storage, industrial operations, and services, including, but not limited to, professional services, hospitality services, and restaurant and food services, but excluding Single Family Dwellings upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. The term "Commercial Premises" includes, but is not limited to, stores, offices, Federal and local governmental facilities, including, but not limited to, schools, school district offices, special districts and water districts (to the extent provided by law), restaurants, manufacturing, processing, assembly shops or plants, or other industrial facilities, hospitals, clinics, community care facilities, convalescent centers and nursing homes, rooming houses, hotels, motels or other transient occupancy facilities.

2.20 Compost, Compost(ing) or Compostable(s), or any variation thereof – means the product, process or materials, resulting from, or related to, the controlled biological decomposition of Organic Wastes that are Source Separated from the stream of other Discarded Materials, or which are separated at a centralized facility.

2.21 Container – means any and all types of receptacles compliant with Applicable Law for Discarded Material, including Carts, Bins, and Roll-Off Boxes.

2.22 Contamination Fee - means a special fee, as specified in Exhibit "C" hereto, charged by Contractor to Customers with either (i) Prohibited Container Contaminants to recover Contractor's costs for separating and processing Prohibited Container Contaminants from materials collected by Contractor in accordance with this Agreement, or (ii) for arranging special, unscheduled collections, due to placement of Prohibited Container Contaminants, or (iii) resolving Customer violations relating to Excluded Waste.

2.23 "CPI" - means the Consumer Price Index CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

2.24 Contractor - means USA Waste of California, Inc., a Delaware Corporation, the entity granted the Franchise pursuant to this Agreement.

2.25 Construction and Demolition Debris or C&D Debris - means used or discarded construction materials removed from a premise during the construction, remodeling, grading, land clearing, renovation, demolition, or other similar construction or demolition activities, including

rocks, soil, tree remains, and other Green Waste, which normally results from, and is ancillary to, land clearing or land development operations, construction or demolition.

2.26 Curbside - means a Collection Location for placement of Containers that provides for convenient and efficient access by Contractor's collection equipment from the side of a road or sidewalk, or near to the curb.

2.27 Customer - means any person or entity receiving service from Contractor under this Agreement, or the person arranging and obligated to pay for services pursuant to this Agreement, as the case may be, for collection, handling and processing of Discarded Materials. The Customer may or may not be the Generator of Discarded Materials.

2.28 Discarded Materials - means Recyclable Materials, Organic Waste, Solid Waste, and Construction and Demolition Debris placed by a Customer or Generator in a Container and/or at a Collection Location for the purposes of collection, handling and processing by Contractor. For the purpose of this Agreement, Discarded Materials does not include Edible Food or Excluded Waste.

2.29 Disposal Facility – means El Sobrante Landfill, located 10910 Dawson Canyon Road, Temescal Valley, California 92883, or such other Landfill owned or operated by Contractor or its affiliates licensed, permitted and operational to accept and dispose of Gray Container Waste. Currently, Gray Container Waste is deposited at the El Sobrante Landfill. The Contractor shall use its best efforts to assure that the waste continues to be deposited at a legally permitted Landfill should Riverside County change its methods of waste management or its waste stream management. The Contractor guarantees that should there be no remaining capacity at the El Sobrante Landfill at any time during the Term of this Agreement, it will take the City's Gray Container Waste to an alternate Landfill owned or operated by Contractor at the same price that the City would have paid at El Sobrante or Contractor may request a rate adjustment for increased costs as set forth in Section 16.

2.30 Divert or Diversion - means activities which reduce or eliminate Discarded Materials from disposal in Landfills (pursuant to 14 CCR Division 7, Chapter 12, Article 2), incineration, gasification or transformation, as defined in Public Resources Code Section 40201. Diversion includes but is not limited to Source Reduction, reuse, salvage, Recycling, and Composting.

2.31 Edible Food – means food intended for, and remains suitable for, human consumption. For the purposes of this Agreement, Edible Food is not a Discarded Material if it is recovered for redistribution to persons or organizations for human consumption, and thus not discarded for Contractor collection. Edible Food does not include food that does not meet the food safety requirements of the California Retail Food Code and nothing in this Agreement requires or authorizes the recovery of food not meeting such standards.

2.32 E-Waste - means discarded electronic devices, as that term is defined in 22 CCR Section 66273.9. Examples of E-Waste include: computer monitors, televisions, cash registers and oscilloscopes (CRT devices), computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders,

compact disc players/recorders, calculators, and some appliances. E-Waste does not mean a major appliance, as defined in Public Resources Code Section 42166, or other devices which are: (1) comprised largely of metals; (2) qualify as "scrap metal" as defined in Section 66260.10; and (3) are Recycled.

2.33 Excluded Waste - means Biomedical Waste, Hazardous Waste, Hazardous Substances, Universal Waste, Special Waste, volatile, corrosive, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of Applicable Law, including land use restrictions or conditions, waste that cannot be disposed of in Class III Landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Containers after implementation of programs for the safe collection, Recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Contractor is not required to collect Excluded Waste.

2.34 Food Waste - means all food waste such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells and Compostable Food-Soiled Paper. Food Waste excludes fats, oils, and grease when such materials are Source Separated from other Food Waste. Food Waste does not include Edible Food if it is recovered for redistribution to persons or organizations for human consumption, and thus not discarded for Contractor collection.

2.35 Food-Soiled Paper - means Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons. Food-Soiled Paper is a subset of Food Waste. Food-Soiled Paper does not include non-Compostable paper.

2.36 Franchise - means the exclusive right and privilege granted by this Agreement to Contractor for its collection, handling and processing of Discarded Materials.

2.37 Franchise Fee - means the fee or assessment under Section 9 of this Agreement imposed by the City on Contractor because of its status as party to this Agreement, Contractor's privilege in holding the Franchise granted hereunder, and which, inter ala, is intended to offset the City's expense in administering this Franchise; and to compensate the City for damage to its streets, sidewalks, curbs and gutters and other infrastructure resulting from Contractor's exercise of this Franchise, the expenses of administering the program, reporting requirements under Applicable Law, and other related expenses.

2.38 Generator - means a Customer or any person whose act first causes Discarded Materials or Excluded Waste to become subject to regulation under this Agreement or under Federal, State, or local regulations.

2.39 Gray Container - means that Container provided by Contractor, as described in 14 CCR Section 18982(a)(28), to be used for the purpose of storage and collection of Gray Container Waste.

2.40 Gray Container Waste - means all Solid Waste that is not otherwise designated for Source Separation into, and storage in, the Green or Blue Containers. Gray Container Waste does not include Excluded Waste.

2.41 Green Container – means that Container provided by Contractor, as described in 14 CCR Section 18982.2(a)(5), to be used for the purpose of storage and collection of Green Container Waste.

2.42 Green Container Waste – means Source Separated Organic Waste that is not designated for placement or storage in a Blue Container (i.e., Green Waste and Food Waste) or Gray Container. Green Container Waste does not include Excluded Waste.

2.43 Green Waste - means leaves, grass, clippings, brush and branches generated from landscapes or gardens at Residential, Multi-Family or Commercial Premises, and incidental pieces of untreated scrap lumber resulting from yard and landscaping installation, maintenance, or removal that have been Source Separated, and similar materials generated at any premises that fit within a Customer's Contractor-provided Green Waste Container. Materials not meeting these specifications are considered Bulky Goods when separated from other Discarded Materials and properly placed by the Customer for collection by Contractor as Bulky Goods in accordance with this Agreement. "Green Waste" includes Holiday trees but does not include materials that do not fully fit within the provided Green Container without overflow. Green Waste does not include Excluded Waste.

2.44 Gross Receipts - means any and all revenue actually received from all billings (whether by Contractor or City) that are directly or indirectly paid to, or recouped by, Contractor, and compensation in any form of Contractor or its subsidiaries, parent companies or other affiliates for the collection and transportation of Discarded Materials pursuant to this Agreement, in accordance with generally accepted accounting principles, including, but not limited to, monthly Customer fees for collection of Discarded Materials. Excluded from Contractor's "Gross Receipts" are amounts received from Organic Waste disposal and processing charges, revenue from the sale of Organic Waste products or Recyclable Materials, and special fees charged by Contractor intended to reimburse Contractor from costs arising from improper actions by Customers (e.g. Contamination Fee and Overage Fee), fees paid by Contractor to the City, and City administration and billing fees.

2.45 Hazardous Substances – means any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or

regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.46 Hazardous Waste - means waste defined as hazardous by Health and Safety Code Section 25117, including: (1) a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed; (2) a waste which meets any of the criteria for the identification of a hazardous waste adopted by the California Environmental Protection Agency's Division of Toxic Substances Control pursuant to Health and Safety Code Section 25141; (3) any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (a) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (b) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Applicable Law.

2.47 Hauler Route - means the designated itinerary or sequence of stops for each segment of the City's collection service area, as defined in 14 CCR Section 18982(a)(31.5).

2.48 Household Hazardous Waste or HHW - means waste materials meeting the requirements of 14 CCR Section 18502(12) that are generated in small or de minimis quantities at Residential Premises.

2.49 Landfill - means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

2.50 Late Fee - means amounts charged by Contractor to reimburse it for administrative costs arising from Customer payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, non-sufficient funds fees, or re-start fees.

2.51 Mulch - means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions as specified in 14 CCR Section 18993.1(f)(4):

a. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

b. Was produced at one or more of the following types of facilities:

i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

ii. A transfer station or processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or

iii. A Solid Waste Landfill.

2.52 Multi-Family Premises - means premises with residential unit complexes of four (4) units or more such as apartments, condominiums and townhouses. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Premises. References to Multi-Family unit refer to an individual residential unit of the Multi-Family Premises.

2.53 Organic Waste - means Discarded Material originating from living organisms and their metabolic waste products, including but not limited to nonhazardous or untreated wood waste, paper, organic textiles, biosolids, digestate and sludges, Food Waste, and Green Waste that are accepted for processing by the Approved Organic Waste Processing Facility utilized by Contractor under this Agreement. Organic Waste does not include Excluded Waste or manure. For purposes of this agreement, organic textiles shall be treated as Solid Waste, and Printing and Writing Paper and Paper Products (each as defined in 14 CCR Section 18982(a)) shall be treated as Recyclables.

2.54 Overage Fee - means a special fee, as specified in Exhibit "C" hereto, charged to Residential, Multi-Family or Commercial Premises by Contractor to compensate it for its expenses in documenting and collecting overfilled Containers.

2.55 Person or person - means an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.56 Proposition 218 - means Articles XIIIC and XIIID of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

2.57 Premises – when not used in the context of a specific category of site (Residential, Multi-Family or Commercial), means a tract of land with or without habitable buildings or appurtenant structures and refers to any and all Residential, Multi-Family or Commercial Premises.

2.58 Processing (non-capitalized and any variation thereof) - means Contractor's controlled separation, recovery, volume reduction, conversion, disposal or Recycling of Discarded Materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the

use of conveyor belts, sorting lines, or volume reduction equipment, as defined in 14 CCR Section 17402(a)(20).

2.59 Prohibited Container Contaminants - means the following: (i) Discarded Materials placed in the Blue Container that are not designated as acceptable Blue Container Waste under this Agreement; (ii) Discarded Materials placed in the Green Container that are not designated as acceptable Green Container Waste under this Agreement; (iii) Discarded Materials placed in the Gray Container that are otherwise designated as acceptable in either the Blue Container or Green Container under this Agreement; and, (iv) Excluded Waste placed in any Container.

2.60 Recyclable Materials or Recyclables - means material that has been Source Separated from other Discarded Materials at a premises for the intended purpose of collection and processing to return it to the economy in the form of raw materials for new, reused, or reconstituted products by means of available markets and processes. As of the effective date, the list of acceptable Recyclables consists of empty aluminum cans; empty glass jars and bottles; steel and tin cans; empty aerosol containers; empty polyethylene terephthalate plastic ("PET") with symbol #1; high density polyethylene plastic ("HDPE") with symbol #2; plastic with symbol #5; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable by plastic type number, but excluding expanded polystyrene, plastic film and plastic bags even if containing Recyclable Materials); metal foil; dry newspaper; dry mixed paper (e.g., ledger, computer paper, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and nonmetallic wrapping paper); dry corrugated cardboard; and telephone books. City and Contractor agree to meet and confer from time to time as needed to modify the list of acceptable Recyclable Materials to address developments in processing technologies, emerging uses for types of materials, or changes in available markets. Recyclable Materials does not include Excluded Waste. A list of acceptable Recyclable Materials is attached hereto as Exhibit “F”.

2.61 Recycle, Recycling, Recycled or any variation thereof - means the act of having processed Recyclable Materials into a form suitable for reuse and having marketed those processed materials for a use consistent with the requirements of Applicable Law, using commercially available markets and processes. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.62 Residential Premises - means Single Family Premises and residential complexes with less than four (4) dwelling units, including apartments and condominiums, but does not include hotels or motels. Hotels and motels shall be considered Commercial Premises under this Agreement.

2.63 Roll-Off Box or Roll-Offs - means an open top metal Container with a capacity of ten (10) to forty (40) cubic yards capable of being loaded via winch onto a roll-off vehicle equipped with rails.

2.64 Self-Hauler, or Self-Haul, or Self-Hauling - means a person who hauls Discarded Materials, recovered material, or any other material, he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, as defined in 14 CCR Section

18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, as defined in 14 CCR Section 18982(a)(66)(A). A Self-Hauler must be a person within the City who is not primarily engaged in the business of collection, removal or transportation of Discarded Materials, but in the course of performing the person's primary business function incidentally transports such Materials with equipment owned or leased by that person. Examples of Self-Haulers include, but are not limited to, gardeners, landscapers, and household cleanup service firms. A person who is engaged in the business of collection, removal or transportation of C&D material (other than as work performed ancillary to the person's business and using that person's own forces and equipment) is not a Self-Hauler under any circumstance.

2.65 Single Family Premises – means any single-unit Residential Premises. Residential complexes of four (4) units or more shall be deemed Multi-Family Premises.

2.66 SB 1383 or SB 1383 Regulations – mean the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020, that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

2.67 Shared Bin Service – Multi-family and Commercial Premises with units that generate small enough quantities of Discarded Materials so as to share Container(s) without overflow or spillage may be allowed to share a Bin or Roll-Off Box with other Commercial units or Multi-Family units in the same Premises complex. Such "Shared Bin Service" Customers and Premises Owner shall be jointly and severally liable for payment of the regular bill for the Premises. Any shared account shall require prior written approval by the Contractor.

2.68 Sharps Waste - means those materials described in Health and Safety Code §117755, which generally include hypodermic needles, syringes, tubing, acupuncture needles and blood vials.

2.69 Solid Waste – means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, C&D Debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include Blue Container Waste, Green Container Waste, E-Waste, Bulky Goods, or Excluded Waste, or any of the following wastes:

a. Hazardous waste, as defined in PRC Section 40141.

b. Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

c. Medical and Biohazardous Waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined

in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

2.70 Source Separate(ion), or any variation thereof - means the process of separating Discarded Materials, including commingled Recyclables, that have been separated or kept separate in the Blue, Green or Gray Containers at the point of generation by the Customer or Generator for the purpose of additional sorting or processing of those materials by Contractor for Recycling, reuse or Composting, as defined in 14 CCR Section 17402.5(b)(4).

2.71 Special Wastes - means all the Discarded Materials specified in Exhibit "B".

2.72 Universal Waste – means any of the following wastes that are conditionally exempt from classification as Hazardous Wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), 22 CCR Section 66261.9: (i) batteries as described in 22 CCR Section 66273.2; (ii) thermostats as described in 22 CCR Section 66273.4; (iii) lamps as described in 22 CCR Section 66273.5; and (iv) cathode ray tube materials as described in 22 CCR Section 66273.6.

3. ACCEPTANCE: WAIVER

Contractor agrees to be bound by and comply with all the applicable requirements of the Chino Municipal Code Chapters 8.16 and Chapter 8.18 and this Agreement.

4. FRANCHISE GRANT

4.1 Grant of Franchise

a. Pursuant to Chino Municipal Code Chapters 8.16 and 8.18, and California Public Resources Code Section 40059(a)(1), City hereby grants to Contractor, on the terms and conditions set forth herein, the exclusive Franchise, right and privilege to collect, remove, transport, Recycle, Compost and dispose of, in a lawful manner, all Discarded Material, within the City Limits during the Term of this Agreement. The Franchise granted to the Contractor extends to both existing and new Residential, Multi-Family and Commercial Premises developed in City Limits, both temporary and permanent, including Construction and Demolition Debris.

b. The Franchise granted hereby is exclusive, and shall be so only if Contractor is and shall be ready, willing and able to perform its obligations under this Agreement unless Contractor's performance is otherwise excused in accordance with this Agreement or Applicable Law, including but not limited to, collecting, transporting and disposing of all Discarded Materials generated within the City in accordance with the provisions of this Agreement and all Applicable Laws.

c. No other person or entity except the Contractor may offer or provide services described in this Agreement or other such similar collection, Recycling, transportation, Composting, and or disposal services within the City Limits. The City agrees to take such steps as it considers necessary, within legal parameters, to prohibit entities other than the Contractor from providing such services and agrees, to the extent lawfully and reasonably able, to assist Contractor in taking any steps or action to enforce its exclusive rights granted under this Agreement.

4.2 Annexations. This Agreement and Contractor's services hereunder shall extend to any territory annexed to the City during the Term that is not covered by an existing permit, license, agreement or franchise granted by another public entity for hauling Discarded Materials, except to the extent that collection by Contractor within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this Section. In the event that the City Limits are so increased as a result of the City annexing any territory, Contractor may request a rate adjustment in accordance with Section 16.1.a hereof.

4.3 Scope of Franchise and Exclusions

The hauling services Franchise herein granted shall be subject to the following exclusions:

a. *Self-Hauling.* Notwithstanding the exclusive collection rights granted to Contractor under this Agreement, Generators may, subject to the conditions set forth herein, self-haul Solid Waste, Recyclable Materials, and/or Organic Waste, provided such activities are conducted in compliance with all applicable provisions of the Chino Municipal Code, state law, including but not limited to Title 14, California Code of Regulations § 18984.9, and any other applicable federal, state, or local requirements.

b. Contractor shall, upon request, assist the City in monitoring and identifying potential unauthorized self-hauling activity and shall furnish to the City any information within its possession reasonably necessary to support the City's enforcement of applicable self-hauling requirements. Contractor shall further cooperate in City-directed education and outreach efforts related to self-hauling obligations, including notification to Commercial Generators and their service providers, as directed.

c. *Gardner/Landscaper Green Waste.* Green Waste removed from a premises by an owner or occupant or by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service. To qualify for this exemption, a gardener or landscaper must not be a hauling service or Solid Waste Enterprise, must not separately or additionally charge for the incidental service of removing, transporting or disposing (except for tipping fee) of the Green Waste, and must utilize only his or her own employees and equipment to collect, transport and dispose of said Green Waste created by such gardener or landscaper in the course of its gardening, landscaping, or tree trimming services.

d. *Incidental C&D Debris Removal.* A construction contractor may engage in the collection, transportation, and disposal of Construction and Demolition (C&D) Debris generated exclusively as a direct byproduct of the contractor's construction activities, subject to the following conditions:

i. The contractor shall not operate in the capacity of a hauling service or a Solid Waste Enterprise.

ii. A separate fee shall not be charged for debris removal, except for any applicable tipping fees.

iii. The collection, transportation, and disposal of such debris shall be conducted solely by the contractor's employees utilizing the contractor's own equipment.

iv. This provision does not authorize third-party hauling, subcontracted waste removal, or the collection of debris not directly associated with the contractor's scope of work.

e. *Automotive Dismantling.* The collection, transportation and disposal of vehicles or machine parts and waste generated by an automotive/vehicle dismantler or a vehicular salvage or disposal yard.

f. *Hazardous Waste.* Contractor's Franchise does not preclude the collection, processing and/or transport of Hazardous Waste and non-spadeable wastewater or sewage sludge by third-party entities duly licensed to handle such Hazardous Waste and/or non-spadeable wastewater or sewage sludge materials.

g. *Redemption Centers.* Notwithstanding the Contractor's exclusive rights under this Agreement, Non-Organic Recyclable Materials that are sold or donated by the Owner or Generator shall not be considered discarded waste, provided such materials are delivered to legally mandated Recycling Facilities that comply with all applicable laws, regulations, and reporting requirements imposed by any governing authority.

i. *Fee Adjustment.* For the purposes of this Agreement, a discount, rebate, or reduction in third-party charges for handling, transporting, processing or disposal of recyclable materials shall not constitute a sale or donation. Any such arrangement shall be deemed disposal and remain subject to the Contractor's exclusive franchise rights.

j. *Emergency Collections*. The emergency collection, removal, disposal or Diversion of Discarded Materials by the City through City officers or employees in the normal course of their employment.

k. *City Hauls.* The collection, removal, disposal or Diversion of Discarded Materials by the City through City officers or employees in the normal course of their City employment.

l. *Unoccupied Units.* Premises which have been unoccupied by any human habitation and upon which no refuse has been produced or accumulated for three (3) consecutive months may be exempted from this Agreement by the City until such premises become occupied. For purposes of this Section, a unit shall be deemed "unoccupied" if the structure is both unoccupied and unused (such as, without limitation, foreclosed or abandoned structures). Structures that are presently unoccupied by virtue of their continuing use as a vacation home or a seasonal business shall not be considered as "unoccupied".

m. *Edible Food Recovery.* Contractor's Franchise does not preclude the collection, transport and distribution of Edible Food by third-party persons or organizations for human consumption. Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Edible Food recovery efforts in the City.

n. *Legally Required Exemptions.* Other collection, removal or disposal activities required to be exempt from mandatory franchise services pursuant to law, or entities exempt from such franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities located within City boundaries.

o. *State Owned Facilities.* Services provided to State Owned Facilities in the City limits that are provided pursuant to a separate contract.

5. SERVICES PROVIDED BY CONTRACTOR

5.1 General as to All Customer Categories; Mandatory Service. Contractor shall be responsible for the collection, processing, transportation, Recycling, Composting and marketing services, as appropriate, of Discarded Materials generated within the City Limits in accordance with the terms of this Agreement, SB 1383 Regulations, and Chapters 8.16 and 8.18 of the City of Chino Municipal Code, all as in accordance with Applicable Law. The work to be performed pursuant to this Agreement shall include the furnishing of all labor, materials and equipment necessary for, and the collection of all Discarded Materials from, Residential, Multi-Family and Commercial Premises within the City Limits according to the terms of this Agreement, and the disposal, Recycling, Composting and/or Diversion of such materials. Contractor shall own or lease and maintain at its expense all equipment necessary to perform its duties as provided for under this Agreement, including sufficient radio equipment for office to field equipment communication.

Pursuant to Chapters 8.16 and 8.18 of the Chino Municipal Code, and except as provided below, all owners, occupants, Customers, Generators or other persons responsible for the day-to-day operation of any Residential Premises, Multi-Family or Commercial Premises within City Limits shall make arrangements to obtain and pay for collection service provided by Contractor under this Agreement. The City shall require all such owners, occupants, Customers, Generators or other persons to subscribe to the collection service provided for in this Agreement and Chino Municipal Code.

a. *Three-Stream System; Containers.*

i. *Blue, Gray, Green Container Sets*. Starting as of the Commencement Date, Contractor shall provide a three-Container collection program for Discarded Materials generated in City Limits. The three-Container system shall include Contractor's provision of three Container types to every Residential, Multi-Family and Commercial Premises Customer:

(1) At least one Blue Container for the storage and collection of Blue Container Waste;

(2) At least one Gray Container for the storage and collection of Gray Container Waste; and

(3) At least one Green Container for the storage and collection of Green Container Waste.

ii. *Color and Labelling; New/Replacement Containers to be SB 1383 Compliant*. After the Commencement Date, when Contractor puts a new Container in service or

replaces a Container in accordance with this Agreement, such new or replaced Container shall comply with 14 CCR Section 18984.7 and 14 CCR Section 18984.8. Notwithstanding anything to the contrary in this Agreement, Recyclable Containers may not conform with the color requirements of 14 CCR Section 18984.7 until they are replaced by Contractor.

(1) For new or replacement Containers, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Manager or designee for approval.

(2) All Containers provided by Contractor shall be kept in a reasonable condition and appearance. Contractor shall maintain ownership of all Containers provided to Customers at all times.

iii. *No Overflow / Overfilling*. Overflow or overfilling of Containers occurs where Discarded Materials contained therein spill-over or extend beyond the top or sides of the Container, or the containerized Discarded Materials fall from the Container to the ground (either during Container storage or collection) due to the size and/or number of Discarded Materials contained, or the lid of any lidded Container is unable to fully close due to the size and/or number of Discarded Materials contained therein. Where Contractor identifies instances of overfilling of Containers at any Premises, it will document the overfilling through the use of film or digital photography. Contractor will tag overfilled/overflowing Containers (with tags that include the date, time, and description of Container overflow) or deliver to the Customer a written notice via regular mail at the Customer's service address (or owner's address if owner is the direct customer). In addition, as soon as reasonably possible thereafter, Contractor may notify the Customer by electronic means, which may be via text message or e-mail. Contractor's notice shall provide documentation of the overfilling to both the City and the Customer. Where such documentation was presented to the Customer and Contractor documents another instance of overfilling within a rolling twelve (12) month period of a prior overfill violation, Contractor is authorized to charge an Overage Fee in the amount set forth in Exhibit "C" hereto. Container sizes, frequency of collection, or levels of service to the offending Customer may otherwise be modified to accommodate Discarded Materials overages generated at a Premises as described further in this Section 5. Contractor will maintain and provide the City a log listing all Customers where overfilled Discarded Material was observed and actions taken in response by Contractor, upon request by City. In addition, Contractor will provide the City Manager or his/her designee with written notification prior to delivering the next larger-sized Container, adjusting service levels or adjusting the service rate(s) to a Premises in accordance with this Section.

b. *Source Separation into Appropriate Containers.* Contractor shall monitor disposal of Discarded Materials and exercise diligent efforts, including public educational outreach, to facilitate and maximize the Source Separation of Discarded Materials as follows:

i. Gray Containers shall be used for the disposal and collection of Gray Container Waste;

ii. Green Containers shall be used for the disposal and collection of Green Container Waste; and

iii. Blue Containers shall be used for the disposal and collection of Blue Container Waste.

c. *Disposal Destinations for Discarded Materials.*

i. Contractor shall transport the Gray Container Waste to the approved Disposal Facility;

ii. Contractor shall transport the Blue Container Waste to (i) the Approved Source-Separated Recyclable Materials Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to the Approved Source-Separated Recyclable Materials Processing Facility; and

iii. Contractor shall transport the Green Container Waste to (i) the Approved Organic Waste Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to an Approved Organic Waste Processing Facility; and

iv. Contractor shall transport Construction and Demolition Debris to (i) an Approved C&D Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to an Approved C&D Processing Facility.

These facilities shall be permitted to accept Solid Waste, Recyclable Materials, and Organic Waste, as applicable, collected by Contractor under this Agreement and shall comply with Applicable Law. Contractor shall pay all costs for the transport, transfer, Processing, and/or Disposal of Discarded Materials collected in accordance with this Agreement. Contractor's compensation for such services is included in the Rates charged to Customers. As applicable, facility(ies) owned or operated by Contractor shall meet thresholds on incompatible materials (as defined by 14 CCR Section 17402(a)(7.5).) and pursuant to 14 CCR Section 17409.5.8.

d. *Repair, Replacement of Damaged or Stolen Containers.* The Contractor shall, once per calendar year at no charge, repair or replace any provided Container which becomes unusable by reason of ordinary wear and tear, theft, or damage through no fault of the Customer or owner of the premises. Thereafter in each calendar year, Contractor shall charge the actual replacement or repair cost to each Customer for replacement or repair of Containers that are stolen or damaged for any other reason. Customers requesting to have a Container exchanged more than one (1) time per year will be charged the rate therefor set forth on Exhibit "C".

e. *Waivers for Commercial and Multi-Family Premises.*

i. Commercial and Multi-Family Premises may be exempted from their obligation to comply with some or all of the three-stream service requirements set forth in this Agreement, SB 1383 Regulations, and/or Chino Municipal Code Chapter 8.18, if: (i) the Multi-Family or Commercial Premises (through their owner) provide documentation, or the City has documentation from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for Blue Containers and/or Green Containers, or (ii) that such Commercial or Multi-Family Premises are otherwise entitled to a waiver pursuant

to SB 1383 Regulations and/or Chino Municipal Code Chapter 8.18. Commercial/Multi-Family waivers are only effective upon application therefor by the Commercial/Multi-Family Premises' owner and written approval thereof by City.

ii. Contractor shall use reasonable efforts to assist City to verify that Commercial and Multi-Family Customers' de minimis, physical space constraint, and/or collection frequency waivers meet the applicable thresholds under 14 CCR Section 18984.11 by reviewing records Contractor is required to keep and maintain under this Agreement. Contractor shall use reasonable efforts to re-verify de minimis and physical space constraint waivers issued by City at least once every five (5) years from the date of issuance of the waiver. When City grants a waiver to a Customer, City shall notify Contractor of any such waiver granted by the City within seven (7) Business Days.

f. *Mechanized Collection; Safe Return to Collection Location.* Contractor shall provide all Container collection services using a completely 100% mechanized vehicle pick-up system for Discarded Materials. Mechanized shall mean that Contractor shall provide collector trucks that are capable of picking up Containers, emptying them into collector trucks and then returning them to the Collection Location.

Where the Collection Location is within an enclosure constructed pursuant to the requirements of the City, the Contractor shall be responsible for the removal and replacement of all Containers placed therein. The Contractor shall use sufficient care in the handling of such Containers so as to prevent any damage to the enclosure and/or the enclosure doors; and, in the case of either enclosure or Curbside collections shall use sufficient care in the handling of Containers so as to prevent any damage to adjacent facilities or improvements. The Contractor shall repair at its own expense and within thirty (30) working days after notification from the City any such enclosure or adjacent facilities or improvements damaged by it.

g. *Customer Rates.* Customers shall be charged by Contractor for its services hereunder at rates set forth in Exhibit "C" hereto.

h. *Construction and Demolition Debris.* All Customer types may receive service for the collection of C&D Debris through the Contractor's temporary rental of Bins or Roll-Offs at the duration, capacity and service levels necessitated by the C&D Debris to be generated at the Premises. Such Bin or Roll-Off rentals for C&D Debris shall be at the rates set forth in Exhibit "C". C&D Debris Service must be provided within seven (7) workdays of receipt of the request. Contractor shall use commercially reasonable efforts to place temporary rental of Bins or Roll-Offs with as little disturbance as possible and without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor will use commercially reasonable efforts to place Roll-Offs in compliance with City's right-of-way requirements and Municipal Code.

5.2 Service to Residential Premises. Contractor's Residential Premises service shall include:

a. *Weekly Service.* Once each week, upon a regular Business Day schedule as determined by Contractor and noticed to Customers, Contractor shall collect Discarded Materials (except Bulky Goods, C&D Debris and HHW) that have been placed for collection at Residential Premises in the proper Collection Location. For an additional fee (set forth in Exhibit "C"),

Contractor may negotiate and bill Customers for special pick-up procedures above and beyond the normal services described herein (e.g., valet or scout services) upon Customer request therefor, or for Containers that are obstructed in a manner that prevents mechanized collection by Contractor, or for Containers otherwise not placed in a proper Collection Location.

b. *Residential Customers; Container Type and Placement for Collection.* Basic service for Residential Premises shall consist of three Carts (Blue, Gray and Green) to be placed for collection prior to Contractor's normal weekly collection time, as such time is determined by Contractor, approved by City (which approval shall not be unreasonably withheld, conditioned or delayed), and noticed to the City and Customers at least 30 days in advance. Unless subject to special valet or scout services, Residential Discarded Materials must be placed within Containers at Curbside, or in the Collection Location without obstructions, so as to permit reasonably convenient collection by Contractor. City agrees to use its best efforts to enforce parking and other ordinances so as to facilitate Contractor's collection efforts.

c. *Residential Container Capacity.*

i. If basic service Residential Containers prove to be of insufficient size for a Customer, so as to cause the overfilling of, or overflow from, such Containers, then Contractor shall provide additional Containers or larger Containers to prevent such overflow at the premises in accordance with Section 5.1.a.iii. Contractor may charge an additional cost to the Customer, plus any additional fees for exchanging or replacing Containers, as set forth in Exhibit "C".

ii. Customers may also request additional Containers, in which case Contractor shall charge the appropriate monthly fee, plus any additional fees for exchanging or replacing Containers in accordance with Section 5.2.c, as set forth in Exhibit "C".

iii. Contractor shall provide a smaller sized Containers, upon request by the Customer, where on-site space is limited, for disabled and elderly customers (65 years of age or older), and for low-volume Customers/Generators. For Residential Premises that are low-volume Generators using no more than 64-gallon Carts for each Discarded Materials service, Contractor shall provide such services at the reduced rate set forth in Exhibit "C".

d. *Backyard Physically Disabled Pick-Up.* Contractor shall provide special backyard collection services to Customers in Residential Premises at the rate(s) set forth in Exhibit "C" subject to the restrictions and conditions in this Subsection. Customers must submit a request to the City to be eligible for such special backyard collection services and the City shall confirm that the Customer is eligible for such program. To be eligible, the Customer must be physically unable to move collection Containers, such as a handicap or inability verified through a signed sworn statement, including that there is no other able-bodied person in the household to perform Container roll-out. City shall regularly provide a list of Customers eligible for disabled pick-up to Contractor. This service is distinct from optional valet or scout services that are provided to Customers upon request for non-disability related reasons.

5.3 Multi-Family Premises. Contractor shall provide Bin or Cart service in accordance with this Section for all Discarded Materials generated at all Multi-Family Premises at the same rates as set for Commercial Premises in Exhibit "C". Default service for Multi-Family Premises shall consist of a three-stream (Blue, Gray and Green) set of Bins to be placed in the Collection

Location prior to Contractor's normal weekly collection time, as such time is determined by Contractor, approved by City (which approval shall not be unreasonably withheld, conditioned or delayed), and noticed to the City and Customers at least 30 days in advance. Based on Customer request or Container capacity requirements, Multi-Family Premises may also utilize the alternative Cart service described below. Contractor's Multi-Family Premises service for the three-steam (Blue, Gray and Green) Containers shall include:

a. *Multi-Family Premises Weekly Service.* Once each week, upon a regular Business Day schedule, and more frequently if required to handle the Discarded Materials generated at the Multi-Family Premises without overflow or overfilling, Contractor shall collect the Discarded Materials (except Bulky Goods, C&D Debris or HHW) from the approved Collection Location. The regular Business Day schedule shall be determined by Contractor and approved by City (which approval shall not be unreasonably withheld, conditioned or delayed), and noticed to the City and Customers at least 30 days in advance, For an additional fee (set forth in Exhibit "C"), Contractor may negotiate and bill Multi-Family Customers for special pick-up procedures above and beyond the normal services described herein (e.g., valet or scout services) upon Customer request therefor, or for Containers that are obstructed in a manner that prevents mechanized collection by Contractor, or for Containers otherwise not placed in a proper Collection Location.

b. *Container Access; Placement.* Unless subject to special valet or scout services, Multi-Family Containers shall be placed for collection in an unobstructed Collection Location acceptable to Contractor and City, which Location may be Curbside (in the case of Carts), in an alley, Container enclosure, or such other convenient Collection Location deemed appropriate, accessible, and non-disruptive to vehicular or pedestrian traffic.

c. *Cart Alternative for Multi-Family Premises.* Where space prohibits safe collection of Multi-Family Bins as determined by Contractor, Multi-Family Premises may subscribe to once per week collection with 3-Carts (in Blue, Gray and Green) for the same rate as charged to Single-Family Premises in accordance with Exhibit "C". City shall bill any such Multi-Family Premises receiving alternative 3-Cart service.

d. *Multi-Family Container Capacity.*

i. If the basic service for Multi-Family Customers described in Section 5.3.a. proves to be of insufficient size for a Multi-Family Premises, so as to cause the overfilling of, or overflow from, such Containers, then Contractor shall provide additional Containers or larger Containers to prevent such overflow at the premises. Contractor may charge an additional cost to the Customer, plus any additional fees for exchanging or replacing Containers, as set forth in Exhibit "C".

ii. Multi-Family Customers may also request additional Containers, in which case Contractor shall charge the appropriate monthly fee, plus any additional fees for exchanging or replacing Containers, as set forth in Exhibit "C".

5.4 Commercial Premises. Contractor shall provide Bin, Roll-Off or Cart service in accordance with this Section for all Discarded Materials generated at Commercial Premises (except Bulky Goods, C&D Debris or HHW) at the rates for Commercial Premises set forth in Exhibit "C". Contractor's collection from Commercial Premises shall be made at least once per week on a regular Business Day schedule as such schedule is determined by Contractor, approved

by City (which approval shall not be unreasonably withheld, conditioned or delayed), and noticed to the City and Customers at least 30 days in advance. Commercial Premises service for the three-stream (Blue, Gray and Green) set of Containers shall include:

a. *Commercial Weekly Bin Service.* Not less often than once per week, and more frequently if required to handle the waste stream of the Commercial Premises without overflow or overfilling, Contractor shall collect the Discarded Materials that have been placed for collection in the proper Containers. Contractor's basic level service for Commercial Customers shall be the provision of a three-stream (Blue, Gray and Green) set of Bins at the Commercial service rates in Exhibit "C".

b. *Roll-Off Alternative for Commercial Premises.* Commercial Premises may also be serviced through Roll-Off Boxes, on either a temporary or permanent basis. Contractor may charge the service fee for collecting / servicing Roll-Off Boxes at Commercial Premises at the rates set forth in Exhibit "C". Contractor may charge a delivery fee for Roll-Off Box delivery at the rates set forth in Exhibit "C".

c. *Cart Alternative for Commercial Premises.* In special cases where there is not appropriate space on the Commercial Premises for the placement of a Bin or Roll-Off Box, Contractor may allow "Commercial Cart Service" to satisfy the need or the requirement of three-stream (Blue, Gray and Green) Discarded Material removal service from such Commercial Premises. The Commercial Cart Services contemplated under this Section shall be collected by Contractor at least one time per week, and more frequently if required to handle the waste stream of the Commercial Premises without overflow or overfilling, at the rate(s) set forth in in the attached Exhibit "C".

d. *Container Access.* Unless subject to special valet or scout services, Commercial Premises Containers shall be placed for collection in an unobstructed Collection Location acceptable to Contractor and City, which Location may be Curbside (in the case of Carts), in an alley, Container enclosure, or such other convenient Collection Location deemed appropriate, accessible, and non-disruptive to vehicular or pedestrian traffic.

Contractor may negotiate and bill Commercial Premises Customers for special pick-up procedures above and beyond the normal services described herein (e.g., valet or scout services) upon Customer request therefor, or for Containers that are obstructed in a manner that prevents mechanized collection by Contractor, or for Containers otherwise not placed in a proper Collection Location.

e. *Commercial Container Capacity.* If provided Commercial Containers prove to be of insufficient size for a Commercial Premises, so as to cause the overfilling of, or overflow from, such Containers, then Contractor shall provide additional Containers or larger Containers to prevent such overflow at the premises. Contractor may charge an additional cost to the Customer, plus any additional fees for exchanging or replacing Containers, as set forth in Exhibit "C". Commercial Customers may also request additional Containers, in which case Contractor shall charge the appropriate monthly fee, plus any additional fees for exchanging or replacing Containers, as set forth in Exhibit "C".

5.5 Additional, Non-Regular Services.

a. *Special Roll-Off Box Services.*

i. Commercial Premises may be temporarily or permanently served by Roll-Off Boxes as described in Section 5.4.b. above.

ii. Multi-Family Premises may subscribe to temporary or permanent Roll-Off Box service, subject to having accessible space for storage and collection, at the rates set forth in Exhibit "C". Storage space and collection accessibility of Roll-Off Boxes at Multi-Family Premises are subject to the same standards as for Multi-Family Containers generally, as stated in Section 5.3.a. above.

iii. Residential Premises may order use of Roll-Off Boxes only on a temporary basis not-to-exceed seven (7) days at the rates therefor in Exhibit "C," unless a longer period for such rental is approved by the City in writing.

b. *Rental Bin Services.* Contractor may provide Bins for use by Residential Premises Customers for the purpose of temporary cleanups for Discarded Materials. This service shall be provided at an additional cost to the Customer requesting such services and at the rate(s) set forth in Exhibit "C". Items deemed not acceptable for this collection include, but are not limited to, any dead animals, dirt, earth, and Excluded Waste. In the event that the Discarded Materials placed in Containers by Customer do not fit into the applicable Container(s), with lid closed and no overflow of materials, or exceed the dimensions or weight-limit of the Container, Contractor may charge the Customer an overage fee, as applicable and in accordance with Exhibit "C."

c. *Bulky Goods/E-Waste Pick-Up.*

i. *General*. Contractor will make a good faith effort to Divert Bulky Goods collected in accordance with this Agreement away from a Landfill to another facility where it can be either Recycled or refurbished for reuse. Collection of C&D Debris is not included in this service.

ii. *Residential Premises*. Contractor shall provide three (3) Curbside Bulky Goods/E-Waste pick-ups of no more than six (6) total Bulky Goods and/or E-Waste items per pick-up for each Residential Premise per calendar year at no additional expense to the Customer or to the City. Bulky Goods/E-Waste collection shall take place on the Customer's regularly scheduled day by appointment made with a minimum two (2) Business Days' prior notice to Contractor. In the event that such notice is not provided by the Customer two (2) Business Days in advance of the Customer's next regularly scheduled collection day, the Bulky Goods/E-Waste collection shall occur on the following regularly scheduled collection day or such other time as Contractor and the Customer may agree.

(1) Residential Premises that desire additional Bulky Goods/ collection beyond the free service may request a Bin for temporary collection or, for additional Bulky Goods/E-Waste, request additional Curbside pick-ups by Contractor at the rate(s) set forth in Exhibit "C". Such additional pick-ups shall also require a minimum two (2) Business Days' prior notice to Contractor and shall occur on the following regularly scheduled collection day with proper notice or such other time as Contractor and the Customer may agree.

(2) Multi-Family and Commercial Premises. Multi-Family Premises and Commercial Premises may request Bulky Goods/E-Waste collection services at the rate(s) set forth in Exhibit "C".

d. *Holiday Tree Pick-up.* Contractor shall collect from Residential Premises all Holiday trees, for the period beginning on December 26 of each calendar year and ending fourteen (14) days thereafter. Trees taller than four feet (4') in length shall be cut in half by Customer. The trees shall be Diverted, either by deposit at a Composting facility, a tree farm or nursery, or a grinding operation where feasible; Contractor shall collect Holiday trees with tinsel, flocking or ornaments from the Collection Location and dispose such trees as appropriate. Multi-Family and Commercial Premises may have Holiday Trees Collected as Bulky Waste.

e. *Battery Recycling Program.* Contractor shall provide City facilities with "Battery Tracker" receptacles (i.e., receptacles designed for the collection and holding of batteries), located at various facilities in the City of Chino at locations designated by City, to collect used batteries, which will be managed by the Contractor. Contractor shall provide such "Battery Tracker" receptacles at no cost to City.

f. *Sharps Collection.* Contractor will implement a program for collection and safe processing of Sharps Waste generated by Residential Premises through a community or mail-based program. Contractor will develop and distribute public education materials to promote this program. For each calendar year, the first mail back Container shall be provided by Contractor to the Customer at no cost to Customer. Additional containers in the same calendar year will be available for a fee in an amount established from time-to-time by Contractor. The initial fee amount as of the Commencement Date shall be Five Dollars ($5.00) per Sharps Waste Container, which shall increase annually in the same manner as the rates are adjusted in accordance with Section 16.3. Contractor shall track Sharps Waste program participation and report such participation to the City in Contractor's quarterly report.

g. *Illegal Roadside Bulky Goods Removal.* Contractor shall collect all abandoned Bulky Goods located on City-owned property within twenty (20) feet of the paved City rights-of-way in the City Limits within two (2) Business Days of notification by the City. The City may also collect such items from the right-of-way or on City-owned property that pose a hazard and deposit them in two (2) Roll-Off Boxes provided by the Contractor at the City service yard. Contractor shall collect such Bulky Goods within two (2) Business Days following notification by the City. City agrees to work with the Contractor to identify chronic illegal dumping sites to mitigate and eliminate waste dumped at these sites.

h. *Residential Composting Bin.* Contractor shall provide one home Composting workshop at a location within the City determined by mutual agreement of Contractor and the City each calendar year, at no additional cost to the City. Residential Premises Customers that successfully complete the workshop are eligible to receive a free Composting bin for Residential use upon request. Contractor is not obligated to provide more than one hundred (100) free home Composting bin to Residential Premises Customers per calendar year. Contractor may provide additional home Composting bin to Customers upon request for a fee.

i. *Lamp Tracker Program for City Fluorescent Bulbs.* Contractor shall provide the City a Commercial fluorescent Lamp Tracker recycling program at City-owned facilities. Such program shall include a mail-back program for Commercial fluorescents including,

but not limited to, 4, 6, and 8 -foot tubes. Annual program costs to Contractor shall not to exceed Four Thousand Dollars ($4,000.00). Once the annual program cost is fully expended, Contractor may continue to provide these services at City's sole expense.

j. *Graffiti Removal.* Contractor shall remove graffiti from all Containers within two (2) Business Days of observation by Contractor's employees or notification by City or a Customer.

k. *Used Motor Oil.* The Contractor shall pick-up used motor oil from Residential Premises, upon request, in quantities not to exceed two (2) gallons per Residential Premises per week. The Contractor may refuse to accept any oil which has not been placed in a used-oil disposal receptacle mutually agreed upon by the Customer and the Contractor. The Contractor agrees to have any oil collected under this Section disposed of/Recycled in accordance with all pertinent Federal, State, and local laws and regulations.

l. Collection at City Facilities Contractor, at City's sole option, shall provide three-stream (blue, gray, green) Discarded Materials collection and Recycling to the following locations within the City, at no charge to the City, as listed below:

- City Fire Stations;
- Police Department;
- City Hall;
- Bus Stops;
- Public Works Service Yard and City Parks;
- Up to six (6) 40 cubic yard Roll-Off Boxes annually, at locations mutually agreed by Contractor and the City, as directed by the City Manager;
- Other City public facilities as agreed upon in writing by Contractor and City Manager; and
- Carboard receptacles for City events as-needed.

City Facilities that are under construction, while under construction, are not eligible for free service. Alterations to services or service levels at City facilities that impact the Service Rates (Exhibit C) shall be subject to the provisions of Section 16 for Rate adjustments.

m. *Special Event Collection.* Contractor shall make available three-stream (Blue, Gray, Green) Containers and disposal services for the following agreed upon City-directed events listed below at no cost to the City. City Events will be provided Containers for Discarded Materials at the appropriate service levels for each venue or event, as mutually agreed by the parties. The City-directed events receiving service as of the Effective Date are:

- Earth Day Event (two days);
- 4th of July Festival (two days);
- Corn Feed Run;
- Halloween Spectacular; and
- Holiday Parade and Festival.

Should any of the events listed in this Section be discontinued by the City, Contractor shall provide services for an additional event that shall be of equal size and scope to the discontinued event.

n. *Community Clean-up Events.* Contractor shall provide Containers as set forth herein for Solid Waste, Green Waste, E-Waste, and certain Recyclables as determined by Contractor for City organized community clean-up efforts at no charge, for up to two (2) events per year and ten (10) forty-yard loads per event. City and Contractor shall coordinate on the timing and place of such events. Contractor shall deliver Containers to agreed-upon collection points and shall cooperate with the City and designated community leaders to remove containers and dispose of collected material. City shall provide staff for these events to direct, manage and oversee the special cleanup events. Once the date of the clean-up is determined, the City and Contractor shall notify residents of the date and location of the cleanup event.

o. *Street Sweeping Contact Designation.* Contractor shall require that the third-party contract service provider designate a dedicated individual responsible solely for street sweeping route management and responding to field complaints. This individual, employed or assigned through the third-party service provider, shall serve as the primary point of contact for the City regarding street sweeping operations, ensuring timely responses to service issues, route adjustments, and community concerns. The Contractor shall provide the City with the name, contact information, and availability of this designated individual and require that the third-party service provider maintain adequate staffing and resources are in place to support street sweeping operations effectively. *Special Waste Services*. Contractor may also charge fees for performance of special waste services (e.g., the hauling and disposal of Special Wastes) as agreed upon in separate contracts between Contractor and each Customer requesting such special service. Special handling and special equipment shall also be subject to additional fees. Contractor shall provide a schedule of all such fees and payments to the City Manager. Special Wastes are listed in Exhibit "B".

p. *Disposal at Approved Landfill*. Contractor guarantees that all Solid Waste collected pursuant to this Agreement will be deposited at an approved Disposal Facility for the full term of this Agreement. The Contractor shall use its best efforts to ensure that waste continues to be deposited at a cost-effective landfill should the designated disposal site or waste management methods change. The Contractor guarantees that should there be no remaining capacity at El Sobrante Landfill at any time during the Term of this Agreement, it will take the City's Gray Container Waste to an alternate Landfill owned or operated by Contractor at the same price that the City would have paid at El Sobrante or Contractor may request a rate adjustment for increased costs as set forth in Section 16. The Contractor shall notify the City of the approved landfill in advance of any changes**.**

5.6 SRRE and HHWE City Requested additional Services. Contractor shall respond to City's requests to implement program or service alternatives identified in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) to increase the amount of Diversion. In the event the City makes such a request, Contractor shall be entitled to an adjustment to the rates set forth in Exhibit "C" in accordance with, and subject to, Section 6.1.b. and Section 16. For any additional programs or services implemented as a result of such request, Contractor shall provide City with written reports in a form adequate to meet City's

reporting requirements to CalRecycle upon implementation of such additional programs or services.

5.7 Minimized Missed Pick-Up Standards. It is the intent of this Agreement to ensure that the Contractor provides a high-quality level of Discarded Materials service for Customers with minimal missed pick-ups ("MPUs"). All complaints received by the City and reported to the Contractor shall be promptly resolved by Contractor. Repetitive violations of these standards shall be considered unsatisfactory performance under terms of the Agreement and shall subject Contractor to provisions of Sections 10 and 11. The minimum service standards for the Contractor are as follows:

a. *Residential Premises Service:*

i. No more than one (1) MPU of Containers properly set out for collection by Customer per 1,000 Customers served over the course of one (1) calendar year;

ii. 95% of all MPUs will be remedied within one (1) Business Day of call received from the applicable Customer or City;

iii. All Customers with a MPU will be contacted by Contractor the following day to ensure Customer is satisfied and has no other issues;

iv. Non-emergency Container exchanges (i.e., for old or dirty bins) completed on next regularly scheduled collection day following notification, subject to the terms of this Agreement for Container exchanges and the rates therefor in Exhibit "C"; and

v. Emergency Container exchanges (i.e., for broken wheels or cracked Containers) by Contractor to be completed within one (1) Business Day of call received from the applicable Customer, subject to the provisions of Section 5(A)(4).

b. *Commercial Premises and Multi-Family Premises Service:*

i. No more than one (1) MPU per 1,000 customers served over the course of one (1) calendar year;

ii. 95% of all MPUs will be remedied within one (1) Business Day of call received from the applicable Customer or City;

iii. All Customers with a MPU will be contacted by Contractor the following day to ensure Customer is satisfied and has no other issues;

iv. Obstructed Container(s) – if a Container is inaccessible, Contractor will contact the Customer to make subsequent arrangements for collection;

v. Non-Emergency Container exchanges (i.e., for old or dirty bins) completed within five (5) Business Days following notification, subject to the terms of this Agreement for Container exchanges and the rates therefor in Exhibit "C";

vi. Emergency Container exchanges (i.e., for broken wheels or cracked bins) completed within one (1) to two (2) Business Day(s) of call received, subject to the provisions of Section 5.1.d.;

vii. Extra pick-up (as opposed to MPUs) for Commercial and Multi-Family Customers to be completed within one (1) Business Day of call received from the applicable Customer, subject to the terms of this Agreement for extra collections and the rates therefor in Exhibit "C".

5.8 Contamination Monitoring.

a. *Generally.* Contractor shall implement a contamination monitoring program to minimize Prohibited Container Contaminants and prohibit Excluded Waste as described in this Section 5. Upon finding Prohibited Container Contaminants or Excluded Waste in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Sections 5.8.b.-c. below.

i. *Route Reviews*. Contractor shall annually conduct route reviews of its hauler routes to comply with contamination monitoring requirements under this Agreement and all Applicable Laws using its WM Smart Truck℠ systems. The Contractor's hauler route personnel shall observe, via the WM Smart Truck℠ system, the contents of surveyed Containers as the Container materials are emptied into the Contractor vehicle. Contractor shall conduct a sufficient number of route reviews to adequately determine Customers' overall compliance with 14 CCR Section 18984.5(b). The City has approved Contractor's use of its Smart Truck℠ system, including contamination monitoring via digital/video monitoring and the use of the internet to conduct such route reviews. Contractor is not required to inspect every Container on any one route, but rather may select planned areas of survey, to be prepared by Contractor and provided in advance by writing to City, for Container inspection on an area-by-area basis as needed to comply with the standards for contamination monitoring set by 14 CCR Section 18984.5(b).

ii. *Records of Contamination*. When Contractor identifies Prohibited Container Contaminants or Excluded Waste in a Container, Contractor shall record each such event of identification in a written log or in the on-board computer system including date, time, Customer's address, type of Container; and maintain photographic documentation if available. Contractor shall make this documentation part of the Customer's account record and provide such documentation to the City following its discovery of Prohibited Container Contaminants or Excluded Waste in a Container.

b. *Prohibited Container Contaminants.*

i. *Residential Premises*. Except with respect to observable Excluded Waste (detailed in Section 5.8.c. below), upon finding Prohibited Container Contaminants in a Container at a Residential Premises, Contractor shall follow the following contamination noticing procedures:

(1) First and Second Occurrence. For the first and second occurrence within any rolling twelve (12) month period of Container Contamination, Contractor shall Collect the contaminated Container and shall provide the customer with a written description via email, text, or other electronic means, of the date, time and description of observed contaminants, and shall promptly thereafter deliver to the Customer a written notice via regular

mail at the Customer's service address (or owner's address if owner is the direct Customer) containing the following information:

- The fact that Prohibited Container Contaminants were present in the Container;
- The date and time the notice was issued;
- Any photographic documentation of the violation(s);
- A description of the materials that are appropriate for collection in the subject Container type and proper methods of Source Separation;
- An explanation that subsequent incidents of contamination may, or will continue to, result in non-collection, the imposition of a Contamination Fee, and where warranted, require additional or larger-sized collection Containers; and
- Contractor's contact information to obtain additional information and/or receive responses to questions the Customer may have.

(2) *Third and Subsequent Occurrences*. For the third and subsequent occurrence within any rolling twelve (12) month period of Container Contamination, Contractor shall collect the contaminated Container and may charge the Residential Premises a Contamination Fee as set forth in Exhibit "C". Contractor shall deliver to the Customer a notice containing the information listed immediately above. Contractor shall notify the City in writing on a quarterly basis of such repeat Container Contamination violations. In addition, upon City's reasonable request, Contractor shall deliver to City copies of all notices, tags and evidence related thereto. Contractor may pursue as applicable, appropriate legal remedies against the offending Customer.

ii. *Commercial and Multi-Family Premises*. Except with respect to observable Excluded Waste (detailed in Section 5.8.c. below), upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the following contamination noticing procedures:

(1) For each occurrence of Container Contamination, Contractor shall Collect the contaminated Container and shall provide the Customer with a written description via email, text, or other electronic means, of the date, time and description of observed contaminants, and shall promptly thereafter deliver to the Customer a written notice via regular mail at the Customer's service address (or owner's address if owner is the direct Customer), which shall contain the following information:

- The fact that Prohibited Container Contaminants were present in the Container;
- The date and time the notice was issued;
- Any photographic documentation of the violation(s) or a means of accessing such photographic documentation;
- A description of the materials that are appropriate for Collection in the subject Container type and proper methods of Source Separation;

- An explanation that subsequent incidents of contamination may, or will continue to, result in non-Collection, the imposition of a Contamination Fee, and where warranted, require additional or larger-sized Collection Containers; and
- Contractor's contact information to obtain additional information and/or receive responses to questions the Customer may have.

iii. *Issuance of Contamination Fee*. For each occurrence of Container Contamination at Commercial or Multi-Family Premises, Contractor shall Collect the contaminated Container and may charge the Customer a Contamination Fee as set forth in Exhibit "C," provided, however, that new Commercial or Multi-Family Customers shall not receive a Contamination Fee for the first two (2) instances of Contamination after starting service. Contractor shall deliver to the Customer a notice containing the information listed immediately above. For repeated instances of contamination, Contractor may also increase the Container size, Collection frequency, or require an additional Container and charge the Customer the appropriate rate(s) set forth on Exhibit "C". Contractor shall deliver to the Customer a notice containing the information listed immediately above. Contractor shall notify the City in writing on a quarterly basis of such repeat Container Contamination violations. In addition, upon City's reasonable request, Contractor shall deliver to City copies of all notices, tags and evidence related thereto. City shall consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

c. *Excluded Waste.* If Contractor's personnel observe Excluded Waste in any uncollected Container, the Contractor's personnel shall post a non-collection tag on that Container explaining the date, time, and nature of Excluded Waste identified, and Contractor shall not collect the Discarded Materials that contain Excluded Waste. Contractor may, upon each instance of observed Excluded Waste in a Container, levy a Contamination Fee upon the offending Customer as set forth in Exhibit "C". Contractor shall promptly thereafter deliver to the Customer a written notice via regular mail at the Customer's service address (or Owner's address if Owner is the direct Customer) containing the following information:

- The fact the Container could not be collected because of the observed presence of Excluded Waste;
- The date and time the notice was issued;
- Any photographic documentation of the violation(s);
- A description of the materials that are appropriate for collection in the Contractor Containers, proper methods of Source Separation, and an explanation of Excluded Waste being prohibited from any Container;
- An explanation that subsequent incidents of Excluded Waste may, or will continue to, result in non-collection, and the imposition of a Contamination Fee; and
- Contractor's contact information to obtain additional information and/or receive responses to questions the Customer may have.

Contractor shall notify the City in writing of repeat (three or more) Excluded Waste violations at a Premises, and deliver to City copies of all documentation, and notices related

thereto. City shall consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

5.9 Procurement of Recovered Organic Waste Products. The parties are in the process of negotiating a separate agreement (the "Procurement Agreement") in accordance with 14 CCR Section 18993.1(d)(2) that is cost neutral to both parties to assist the City in complying with its procurement obligations as set forth in 14 CCR §18993.1. Should the parties reach mutual agreement on the terms and conditions of the Procurement Agreement, the City Manager is hereby authorized in his or her discretion to execute the Procurement Agreement on behalf of the City or present it to the City Council for approval.

a. *Procurement Credits.*

i. *Coordination with Regional Agencies and Special District:*

(1) The City reserves the right to coordinate with special districts, regional agencies, and similar entities (e.g., Inland Empire Utilities Agency, , schools, public parks) to facilitate procurement compliance.

(2) If any such entity wishes to procure Recovered Organic Waste Products on behalf of the City, a separate agreement or memorandum of understanding (MOU) shall be executed.

ii. *Verification of Procurement Credit Eligibility:*

(1) Contractor acknowledges that without a written agreement, procurement activities by external entities cannot be counted toward the City's compliance target.

(2) Contractor shall provide certifications, reports, and verification documents as required by CalRecycle and the City to ensure proper accounting of procurement credits.

5.10 SB 1383 Compliance Reviews. Subject to applicable law governing data security and privacy rights, including, without limitation, the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100 et. seq.), Contractor shall, upon City's request, assist City with its annual compliance review of Commercial and Multi-Family Customers as set forth in 14 CCR Section 18995.1(a)(1)(A) and investigations of complaints as set forth in 14 CCR Section 18995.1(a)(3). Any such compliance review shall mean a "desk" review of records as well as field audits to determine the Commercial/Multi-Family Customer's compliance with 14 CCR Section 18984.1. Notwithstanding the foregoing and unless otherwise provided in the Agreement, Contractor shall not have any obligation to inspect the Premises of any Customer or pursue any enforcement action related to, or arising out of, 14 CCR Section 18995.1, Section 18995.3, and Section 18995.4, which remain the sole obligations of City pursuant to Applicable Law.

a. *Field Audits.* For purposes of this Agreement, a "Field Audit" shall mean an on-site inspection of a Commercial or Multi-Family Customer's premises conducted to verify compliance with the source-separated collection requirements under this Agreement. Should the Commercial or Multi-Family Customer not have sufficient collection services, then Contractor

shall consider and recommend any applicable waivers pursuant to 14 CCR Section 18984.11, or require such Customer to subscribe to compliant source-separated collection services.

b. *Physical Inspections and Corrective or Enforcement Actions.* Notwithstanding the foregoing, Contractor shall not be responsible for conducting physical inspections of customer premises, nor shall Contractor have any obligation to initiate, undertake, or enforce any corrective or enforcement actions related to or arising from 14 CCR Sections 18995.1, 18995.3, and 18995.4, which shall remain the sole responsibility of City in accordance with Applicable Law.

6. TECHNOLOGICAL DEVELOPMENTS; PUBLIC EDUCATION

6.1 Developments in Methods and Technologies for Discarded Materials Collection; City Directed Changes.

a. Contractor and the City acknowledge the dynamic nature of science and technology and, therefore, agree to cooperate in the best interests of the City in efforts to research and develop Discarded Materials and other pilot programs during the term of this Agreement. In addition, Contractor shall meet with the City on an annual basis to discuss scientific, technological and economic developments and advancements in the field of Discarded Materials management, and if any are reasonably available to suggest changes to the methods currently utilized by the City or to suggest the implementation of pilot programs.

b. City may direct Contractor to perform additional services or modify Contractor's obligations under this Agreement, including, modifying the manner in which Contractor performs existing programs or services, adding new or additional services or programs, directing waste to a facility other than the facilities designated under this Agreement, targeted routing, and or implementing different kinds of services. Subject to the provisions of Section 16, Contractor shall be entitled to an adjustment in the Contractor Compensation for providing any additional or modified services directed by the City under this Section.

6.2 Public Educational Outreach. Contractor shall, at its sole cost and expense, develop, prepare, and distribute all educational materials and implement all public education programs and activities in full compliance with 14 CCR Section 18985.1 and any other applicable laws or regulations. Contractor shall coordinate and cooperate with the City to align public education efforts with the City's waste diversion and recycling objectives. All educational materials shall be provided in English and Spanish, and in any additional languages as required by law.

a. *General.* In general, Contractor-provided public education and outreach shall include all content required by this Section 6.2 and should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, and reduction of Landfill disposal; (ii) instruct Generators on the proper method for placing Discarded Materials in Containers for collection, Source Separation, and setting Containers out for collection with specific focus on minimizing Prohibited Container Contaminants; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying

products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) inform Generators subject to Edible Food recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost and Mulch; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Customer's generation of Gray Container Waste service and, ultimately, disposal, and Contractor agrees to support and not undermine or interfere with such efforts.

b. *Contractor Cooperation and/or Support for City Educational Efforts.* Contractor shall cooperate and coordinate with the City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor shall obtain approval from the City Manager or his/her designee, which shall not be unreasonably withheld or delayed, on all Contractor-provided public education materials as set forth in Exhibit "E". In the event the City desires Contractor to perform additional education and outreach obligations, the parties shall meet and confer in good faith to discuss the scope of such education and outreach activities. Contractor shall be entitled to a rate adjustment in accordance with Section 16 to compensate it for any such new or modified obligations.

c. *Annual Education Plan.* Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities as set forth in Exhibit "E" for the upcoming calendar year and shall be submitted with the Contractor's annual report.

d. *Distribution Methods.* Contractor shall use the following methods to provide education information to Customers:

i. *Printed materials:* Contractor shall provide education materials in print (e.g., billing inserts; or in the case of mailings by City, Contractor will provide education materials to so be mailed) once every calendar year for Multi-Family and Commercial Customers. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material.

ii. *Electronic materials and website content*: Contractor shall provide electronic and website content for all education and outreach materials, including those that were provided in print, and which may further include, but are not limited to: digital graphics, digital versions of print materials, and social media posts. Contractor shall provide education and outreach materials to the City (in an editable, electronic format) for City's use in providing this information in print to Residential Customers at least once every three (3) months. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

iii. *Materials Language.* The Contractor shall make all public education and outreach materials available in English and Spanish.

e. *Record of Educational Program Materials.* Contractor shall include a copy of all education and outreach materials distributed and provide such materials to the City in a form and manner to ensure City Compliance with 14 CCR Section 18985.3.

7. FRANCHISE TERM

The Term of this Agreement shall commence as of the Effective Date and expires at the close of business on December 31, 2032. By mutual consent, this Agreement may be extended for an additional five (5) years from January 1, 2033 to December 31, 2037. Either party may provide notice to the other party of its intent not to renew this Agreement on or before one (1) year of the termination/expiration of the Term to allow time for the City to pursue any request for proposals for the services set forth herein.

8. FRANCHISE TRANSFERRABLE: CITY CONSENT REQUIRED

8.1 Except with respect to an affiliate of Contractor, the Franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Contractor, either by act of the Contractor or by operation of law, without the prior written consent of the City expressed by resolution. For purposes of this Section, "change in ownership" shall mean any acquisition of more than fifty percent (50%) of Contractor's voting stock by a person, or group of persons acting in concert, who do not already own fifty percent (50%) or more of the voting stock; provided that a change of ownership shall not include the acquisition of Contractor's voting stock by an entity affiliated with Contractor. Except with respect to an affiliate of Contractor, any attempt by Contractor to assign this Franchise without the consent of the City shall be void.

For a change in ownership or an assignment to a non-affiliate of Contractor, Contractor will submit its request for City consent to the City together with documents sufficient to reasonably demonstrate to the City that: (i) the transferee's audited financial statements for at least the immediately preceding three (3) operating years; (ii) the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor; (iii) in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any Federal, State, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with Federal, State, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the collection and disposal of waste, including Hazardous Waste; (v) the transferee's officers or directors have no criminal convictions for fraud, deceit, false claims or racketeering with respect to the transferee's course of business; (vi) a "transition plan" describing how Contractor proposes to efficiently transition the rights and obligations hereunder to the transferee or assignee without material disruptions to service, and (vii) any other information reasonably required by the City to ensure the proposed transferee can fulfill the terms of this Agreement, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

8.2 The City shall not unreasonably withhold its consent to a transfer or change of ownership of the Franchise granted by this Agreement. The City may impose reasonable conditions of approval on a transfer, including, but not limited to, conditions requiring acceptance of amendments to this Agreement.

9. FRANCHISE FEE AND ADMINISTRATIVE FEES

9.1 Franchise Fees. In consideration for the grant of Franchise provided herein, the City shall receive a monthly Franchise Fee of Contractor's Gross Receipts under this Agreement. The Franchise Fee shall either be remitted to the City, or collected and retained by the City, as follows:

a. *Contractor Remittances of Franchise Fees.* Contractor shall, on a monthly basis, remit to the City the Franchise Fee as provided in Exhibit C attached hereto, as may be duly adjusted in accordance with any future City approvals in accordance with Proposition 218, on all Gross Receipts from Commercial accounts and other accounts that are directly billed by Contractor. Remittance of Franchise Fees for which Contractor is responsible shall be payable monthly by Contractor to City not more than thirty (30) days after the last day of each calendar month. The City may deduct Franchise Fees from payments to Contractor with respect to services billed by City pursuant to Section 9.1.b. below.

b. *Franchise Fee Amounts Collected Directly by City*. For Residential accounts and accounts billed directly by the City, the City shall, upon receiving payments from such Customers, withhold the applicable Franchise Fee, as described in 9.1.a. above, of the Gross Receipts from such Customer payments, which withheld amounts will not be remitted to Contractor.

9.2 Administrative Fees.

a. *Public Benefit Payment*. Contractor shall provide to the City an annual Public Benefit Payment in the amount of Five Hundred Sixty-Two Thousand Dollars ($562,000). This payment will be made in two equal installments bi-annually on July 15 and January 15 of each year beginning July 15, 2026 and every year thereafter over the Term of this Agreement. The parties expressly acknowledge and agree that this payment constitutes a negotiated contractual consideration and is not a rate, fee, or charge imposed for refuse collection, processing, or disposal services. The Public Benefit Payment represents compensation to the City for the exclusive franchise rights granted under this Agreement and for the broader public benefits associated with the administration and oversight of the City's solid waste programs. This payment shall not be deemed a regulatory fee, service charge, or tax within the meaning of Proposition 218 or Proposition 26..

b. *Billing Service Fee.* Commencing on the Effective Date, the City shall retain a monthly Billing Service Fee for each Residential and other Customer accounts directly billed by the City. Any adjustments impacting Service Rates, as detailed in Exhibit "C", shall comply with the provisions of Section 16. This fee is intended to offset the City's costs associated with staff time, billing administration, processing, and account management.

i. The Billing Service Fee shall be subject to an annual adjustment based on the Consumer Price Index (CPI), consistent with the rate adjustments set forth in Section

16.3 commencing July 1, 2026, and shall continue to be applied annually on July 1 of each subsequent year. Any resulting impact on the Service Rates, as set forth in Exhibit C, shall be addressed in accordance with the provisions of Section 16.3.

ii. Notwithstanding the foregoing, the City reserves the sole discretion to modify the Billing Service Fee, either by increasing or decreasing the amount, as necessary to reflect actual cost fluctuations associated with providing billing and administrative services. Any such modification shall be based on demonstrated changes in the City's costs and shall be implemented in a manner consistent with applicable laws and regulations. City shall provide Contractor 90 days' prior notice so that Contractor may adjust the Rates as necessary to account for the increase or decrease in the Billing Service Fee.

c. *Recycling Administration Fee.* Commencing on the Commencement Date, the City shall retain a monthly Recycling Administration Fee as set forth in Exhibit C and as may be duly adjusted by City in accordance with Proposition 218 to recover its actual and reasonable costs associated with the administration, oversight, monitoring, and enforcement of the City's solid waste, recycling, and organics diversion programs, including but not limited to compliance with state mandates such as Senate Bill 1383. This fee shall be assessed per Residential and other Customer accounts directly billed by the City.

d. *Fee Verification & Adjustments*.

i. *Annual Verification.* The City shall perform an annual verification of the Recycling Administration Fee to ensure that the amount retained accurately reflects the City's actual administrative costs incurred during the prior fiscal year for enforcement of the City's solid waste, recycling, and organics diversion programs, including but not limited to compliance with . Any resulting impact on the Service Rates, as set forth in Exhibit C, shall be addressed in accordance with the provisions of Section 16.3.

ii. *Annual Adjustment Methodology.* The Recycling Administration Fee shall be calculated as a fixed percentage of the disposal component of the applicable Service Rates. The percentage shall be established to reasonably reflect the City's cost of program administration. While the Consumer Price Index (CPI) may be used as a reference index for evaluating changes in cost, the Recycling Administration Fee shall not be subject to an automatic CPI-based adjustment. Instead, any adjustment shall be based on actual administrative cost data verified by the City. The initial adjustment shall take effect on July 1, 2025, and shall be applied annually on July 1 of each subsequent year, in accordance with the procedures set forth in Section 16.3.

iii. Any fees, charges, or surcharges paid to the City, including, without limitation, the Franchise Fees and administrative fees under this Article 9, may be duly adjusted by City in accordance with Proposition 218. Any such fees, charges, or surcharges paid to the City shall not be included in the Service Rate cap and shall be passed-through to Customers by Contractor.

e. *Use of Funds*. This fee reimburses the City for administrative costs related to AB 939 programs and SB 1383 compliance, including staffing, outreach, reporting,

enforcement, and technical assistance. Funds may also support recycling promotion programs in partnership with the Contractor.

f. *Public Outreach/Education Contribution*. Contractor shall pay an additional Fifteen Thousand Even Dollars ($15,000.00) annually to the City for use in public education and outreach. From the Effective Date, this amount shall increase by CPI in the same manner as the rates are adjusted in accordance with Section 16.3.c. commencing on July 1, 2025, and every July 1 thereafter.

9.3 Billing for Residential Premises. The City shall invoice and collect Service Rates payments from Residential Premises Customers.

a. Contractor Invoices Provided to City For Residential Services. On or before the 30th day of each month, Contractor shall send City an itemized invoice and accounting of services provided by Contractor to Residential Premises. To this end, Contractor shall provide City the following information and this information will be incorporated into the next invoice submitted by City to a Residential Premises Customer: (i) all Discarded Materials services, transport and processing provided by Contractor to Residential Premises (including regular Service Rates and any optional/special services) for the previous month, for billing by the City, and (ii) all changes in the level of service provided to any Residential Customer (excepting that to the extent City has notice of new or closed Residential accounts prior to Contractor actual knowledge or notice, the City shall annually notify Contractor of such new or closed Residential accounts). Each itemized invoice for Residential Premises Customers shall include:

i. Amounts of any State Integrated Waste Management Fee, Public Res. Code §§ 48000 et seq., and any Riverside County import fee (for Riverside County Landfill Disposal) established by Riverside County (including an itemization of such fees based upon tonnage Disposed, Customer type(s), and actual fees charged by the State or Riverside County, as applicable).

ii. Base or basic Residential Premises Service Rates applicable to Contractor's prior-month's actual service, with a tonnage break-down.

iii. Special Residential Premises service charges (e.g., Bulky Waste, special roll-out services, Container overage charges, contamination fees, etc.) applicable to Contractor's prior-month's actual service, with a tonnage break-down.

b. *City Billing.* The City shall bill Residential Premises monthly, in arrears, for services provided and invoiced to City by Contractor pursuant to this Section. The City shall hold and administer a separate City account/fund reserved for holding Service Rates collected from Residential Premises.

c. *City Remittance of Service Rates Collected from Residential Premises*. The City shall pay the Contractor monthly for the billed Residential Premises Service Rates collected, along with a certified statement of reconciliation by the City within thirty (30) days of each calendar month for the previous month's billings.

d. *Residential Premises Listing*. As needed, City will provide Contractor a listing of all Residential Customer locations, by route, where service was initiated or canceled during the previous month.

e. *Late Payments by Residential Premises*. City may charge Residential Premises Customers a Late Fee for Residential Premises' accounts that become delinquent based on the City-established fee schedule for such delinquencies. City shall retain the funds received as delinquent payment charges.

f. *Late Payments by City*. In the event of late payment by the City, Contractor shall promptly provide written notice to City of such delinquency, and (excepting in the case of a dispute subject to Section 16.4 if such delinquency continues for a period of fifteen (15) days thereafter, Contractor may, in its discretion, set-off amounts owed by Contractor to City from payments owed by City to Contractor.

9.4 Customer Verification. Beginning on April 1, 2024 and each April 1 thereafter during the Term, the number of Customers receiving service and the level of service billed by the City shall be verified as follows:

a. Not later than April 30, the City shall provide to the Contractor current billing information for each Customer, including name, address and level of service.

b. Contractor shall have thirty (30) days to review the documentation supplied by the City. Contractor shall inform the City in writing not later than five (5) days following the end of the thirty (30) day review period of any disagreement and the basis for such disagreement.

c. In addition to submitting comments under Subsection b. above, Contractor may at the same time provide information to the City regarding the number of Customers and service levels based on its own route audit.

d. Contractor and City agree to negotiate in good faith and update the City's billing records as needed within ten (10) days of Contractor's submittals.

9.5 Contractor Billing for Commercial and Multi-Family Premises Accounts. Contractor shall be responsible for billing directly all Commercial and Multi-Family Premises Customers, and for all Construction and Demolition services, for accrued Service Rates based on the service levels to which each such Customer is subscribed. In addition, Contractor shall directly bill Residential Premises that have subscribed to temporary Bin/Roll-Off Box collection, processing and Disposal.

a. *Late Payments.* Contractor may charge Commercial and Multi-Family Premises Customers a Late Fee (as set forth in Exhibit "C") in the event that any such Customer has not remitted required payments within ninety (90) days after the date of billing.

10. IMPOSITION OF LIQUIDATED DAMAGES OR TERMINATION

10.1 General. If the City Manager determines that the Contractor's or its subcontractors' performance pursuant to this Agreement have not been in material conformance with reasonable industry standards which are obtained in similar cities in Southern California or with the provisions of this Agreement or Applicable Law, the City Manager shall, prior to assessment of any liquidated

damages under this Section 10 of this Agreement, advise Contractor in writing of such deficiencies. To the extent the deficiency is susceptible to correction, the City Manager may, in his/her written notice of deficiency, set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by the Contractor of such written notice unless such deficiency cannot reasonably be cured by Contractor within sixty (60) days. The City Manager shall review the Contractor's response and refer the matter to the City Council, or decide the matter and notify the Contractor of that decision, in writing. A decision or order of the City Manager shall be final and binding on Contractor if the Contractor fails to file a "Notice of Appeal to Council" with the City Manager within thirty (30) days of receipt of the City Manager's decision or if Contractor fails to pursue any legal remedies available under Applicable Law, including filing an action with a court of competent jurisdiction. Within ten (10) working days of receipt of a Notice to Appeal, the City Manager shall either refer the appeal to the City Council for proceedings in accordance with Section 10.2 below, or (except when the Notice of Appeal relates to the order of a hearing officer) refer the matter to a hearing officer as provided in Section 11, below.

10.2 Appeal or Matter Referred to Council. The City Council, in the case of an Appeal or referral to Council, may set the matter for hearing. The City Council shall give Contractor, and any other person requesting the same, fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give the Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard.

a. Based on the evidence presented at the public hearing, the City Council shall determine by resolution whether this Agreement should be terminated or liquidated damages imposed. If, based upon the record, the City Council determines that the performance of Contractor is in breach of any material term of this Agreement, the City Council may terminate this Agreement or impose liquidated damages. Contractor's performance under its Franchise is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

b. Council right of termination or to impose liquidated damages is in addition to any other rights of City upon failure of Contractor to perform its obligations under this Agreement.

10.3 Termination of Franchise. The City shall have the right to terminate Contractor's Franchise and this Agreement and/or impose liquidated damages upon Contractor's material breach of this Agreement of, following notice and opportunity to correct as described above, the following:

a. If the Contractor practices, or attempts to practice any fraud or deceit upon the City.

b. If the Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon filing of an order for relief in favor of Contractor in a bankruptcy proceeding.

c. If the Contractor fails to maintain in full force and effect the worker's compensation and liability insurance, indemnification coverage, or cash bond as required by this Agreement.

d. If the Contractor violates any orders of any regulatory body having jurisdiction over the Contractor relative to this Agreement or Applicable Law, provided that the Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which no breach of this Agreement shall be deemed to have occurred while any such contest or challenge is pending.

e. If the Contractor ceases to provide collection services as required under this Agreement over all or a substantial portion of the City for a period of seven (7) days or more, except when occurring for reasons not within the control of the Contractor for Force Majeure in accordance with Section 24.1.

f. If the Contractor willfully fails to make payments required under this Agreement.

g. Any failure of the Contractor to comply with an order of the hearing officer made pursuant to Section 11.

10.4 Liquidated Damages.

a. The parties acknowledge that as of the time of the execution of this Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages, which shall be incurred by the City as a result of certain material breaches by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: a) substantial damage results to members of the public who are denied services or denied quality or reliable services; b) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; c) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and d) the termination of this Agreement for such breaches and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

b. Contractor agrees to pay as liquidated damages, and not as a penalty, the amounts set forth below:

i. *Collection Reliability*

(1) For each failure to deliver Containers to a new Customer within five (5) Business Days after order, which exceeds ten (10) such failures annually: One Hundred Fifty Dollars ($150.00) per occurrence.

(2) For each failure to collect Discarded Materials, which has been properly set out for collection, from an established Customer, on the scheduled collection day and not collected by the end of the next Business Day in accordance with Section 5.7, which exceeds fifteen (15) such failures annually: Seventy Five Dollars ($75.00) per occurrence per Customer.

ii. *Collection Quality*

(1) For each failure to clean-up Discarded Materials spilled from Containers (except where caused by overloading or tipping/spilling by the Customer or other force not due to overfilling) that exceeds ten (10) such failures annually: One Hundred Fifty Dollars ($150.00).

(2) For each failure to properly notice, and process Customer violations relating to observed Prohibited Container Contaminants or Excluded Waste, or provide City information relating to such violations as required by this Agreement, that exceeds ten (10) such separate failures annually, provided that multiple failed notices on any given day shall count as one (1) failure: One Hundred Dollars ($100.00).

(3) For each failure to transport Discarded Materials to an appropriate facility for the particular Material type for processing and disposal in accordance with Section 5.1.c, that exceeds five (5) such failures annually: One Hundred Dollars ($100.00) per occurrence.

iii. *Vehicle Requirements*. For failure to meet vehicle requirements under Section 17 that exceeds ten (10) such failures annually: One Hundred Fifty Dollars ($150.00) for each occurrence.

iv. *Customer Responsiveness*

(1) For each failure to initially respond to a Customer complaint in accordance with Section 19.2.a. within one (1) Business Day: One Hundred Fifty Dollars ($150.00) per occurrence.

(2) For each failure to promptly accept any Customer call due to the lack of adequate staff fluent in English and Spanish that exceeds ten (10) such occurrences annually: One Hundred Fifty Dollars ($150.00) per occurrence.

(3) For each failure to remove graffiti from Bins and Roll-Off Boxes within five (5) Business Days of employee observation or receipt of request from City or Customer: One Hundred Fifty Dollars ($150.00) per failure.

v. *Cooperation with Service Provider Transition*. For each day routing information requested by City is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service: One Thousand Dollars ($1,000.00) per day.

vi. *Liquidated Damages for SB 1383 Violations.*

(1) Failure to implement three-stream Container system: for each occurrence of failing to offer Customers the three- Container system service required by and compliant with Section 5 hereof and the Chino Municipal Code, excluding Generators and Customers granted waivers or that demonstrate compliance with Recycling and Organic Waste Self-Hauling: One Hundred Fifty Dollars ($150.00) per Generator or Customer.

(2) Failure to perform Route Reviews: for each failure to conduct Hauler Route contamination monitoring in accordance with this Agreement: One Hundred Fifty Dollars ($150.00) per Hauler Route.

(3) Failure to comply with Container labeling and colors: for each occurrence of Contractor's failure to comply with Container labeling and color requirements as required by SB 1383 Regulations: One Hundred Dollars ($100.00) per Container.

(4) Failure to perform public education and outreach: for each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement: One Hundred Dollars ($100.00) per occurrence.

(5) Failure to submit reports or allow access to records: for each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. One Hundred Fifty Dollars ($150.00) per report.

(6) Failure to conduct compliance tasks (Section 5(J)): for each failure to conduct any compliance review, Discarded Materials evaluations and/or other inspection required by this Agreement: One Hundred Dollars ($100.00) per occurrence.

Liquidated damages shall only be assessed after Contractor has been given written notice and an opportunity to cure any such deficiency in accordance with Section 10(A). The notice shall include a brief description of the incident or the event of non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the City's possession relating to the incident or the event of non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager or the City Manager's designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The City Manager shall provide Contractor with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final and Contractor may file a Notice of Appeal for an administrative hearing pursuant to Article 11. Notwithstanding any provision of law to the contrary, the City has the affirmative duty to undertake reasonable measures to mitigate the amount of liquidated damages asserted or collected.

10.5 Timing of Payment. Contractor must pay any liquidated damages assessed by the City in accordance with this Agreement within ten (10) days after they are assessed. If such assessed damages are not paid within the ten (10) day period, the City may proceed against the performance bond or exercise any other right or remedy available to City under this Agreement or at law or in equity, or any combination of these remedies.

11. ADMINISTRATIVE HEARING PROCEDURES

11.1 Upon the filing of a Notice of Appeal pursuant to Section 10.1, or if the Contractor should allege a breach of the Agreement by the City, either the City Manager or the City Council may refer the matter to a hearing officer. City and Contractor shall mutually agree on a hearing officer. If agreement is not reached within twenty (20) days of the filing of the notice of breach, then Contractor shall select the hearing officer from a list of three potential hearing officers who

are retired California Superior Court judges or Appellate Court justices, none of whom are related to parties, prepared by the City Manager and approved by the City Council.

11.2 The hearing shall be conducted according to California Code of Civil Procedure Section 1280, et seq. The exclusive venue shall be in San Bernardino County, California. A hearing officer to whom a matter is referred shall have the authority to: 1) order the City or Contractor to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; 2) assess damages upon the City or the Contractor consistent with the terms of this Agreement; or 3) find there has been no breach. If the hearing officer finds there has been no breach, such a decision precludes the City from terminating this Agreement or imposing liquidated damages. For any occurrence or series of related occurrences, the damages awarded shall be reasonably related to the seriousness of the breach.

11.3 The party losing the hearing shall be liable for the hearing officer's fees.

11.4 The hearing officer shall commence the hearing within thirty (30) days of selection unless the parties otherwise agree. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the proprietary rights and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties provided that if either party notifies the hearing officer that a material violation of the Franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.

11.5 Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.

11.6 Until final decision is entered from the hearing officer and the time for appeal or other post-judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in the Agreement and related to the subject matter of the hearing shall be stayed.

11.7 The order of the hearing officer may be appealed by Contractor by the filing of a Notice of Appeal with the City Council, and the City Council shall hold a hearing and take appropriate action in accordance with Section 10.2.

12. CITY'S ADDITIONAL REMEDIES

In addition to the remedies set forth in Sections 10 and 11 above, City shall have the following rights and remedies following a material breach by Contractor which is not remedied following notice and opportunity to cure pursuant to Section 10.1.

12.1 To rent or lease equipment from Contractor at its fair and reasonable rental value for the purpose of collecting, transporting, processing, Recycling, Composting, and disposing of

Discarded Materials, which Contractor is obligated to collect, transport, process, Recycle, Compost, and dispose of for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment so taken for the period of City's possession thereof.

12.2 The right to permit others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself.

12.3 The right to seek damages and/or injunctive relief.

13. PRIVACY; CONFIDENTIALITY

13.1 Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit (other than City), private agency, or company, unless upon the request of a law enforcement agency, the authority of a court of law, by statute, or upon valid authorization of the Customer. The provision shall not be construed to preclude Contractor from preparing, participating in, or assisting the City in the preparation of waste characterization studies, waste stream analyses, or enforcement actions relating to Prohibited Container Contaminants/Excluded Waste as may be required or permitted by AB 939 or SB 1383.

13.2 Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers.

13.3 The rights accorded Customers pursuant to this Section shall be in addition to any other privacy right accorded Customers pursuant to Federal or State law.

13.4 The City acknowledges that Contractor may assert that certain records and reports of Contractor submitted to the City are proprietary, confidential, or contain trade secrets or other intellectual property of Contractor (collectively, "Contractor's Intellectual Property"). All of Contractor's Intellectual Property held by Contractor and not submitted to City is and shall be under the sole ownership and control of Contractor. The Contractor shall provide City with written notice of all records and reports submitted to the City that Contractor asserts are Contractor's Intellectual Property. The City will maintain the confidentiality of all of Contractor's Intellectual Property provided by Contractor.

13.5 Notwithstanding the foregoing, Contractor acknowledges that City is legally obligated to comply with the California Public Records Act (Government Code Section 6250, et seq.) ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein, which Contractor is required to provide to City under this Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act or a subpoena or other court order requesting disclosure of the records, City shall notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within ten

(10) days. Contractor shall within five (5) days either: (i) consent in writing to the disclosure of the records; or (ii) seek and obtain, at Contractor's sole cost and expense, order of a court of competent jurisdiction staying or enjoining the disclosure of the records. In the event it is judicially determined that such records are legally required to be disclosed, Contractor shall hold City harmless from, and pay all City costs incurred in the course of, the judicial action (including City's reasonable attorneys' fees and costs, and any award of attorneys' fees against City).

14. REPORTS AND ADVERSE INFORMATION

14.1 Quarterly Report. Contractor shall submit to City a written Quarterly Report in a form acceptable to City within forty-five (45) days following the end of each calendar quarter, which shall include the following information:

a. Volume of Discarded Materials collected (in tons);

b. Volume of Discarded Material Diverted as the result of Contractor's performance of the Recyclable Materials and Organic Waste collection programs, in a manner consistent with the reporting requirements promulgated pursuant to AB 939 and SB 1383;

c. A record of Recyclable Materials sold reflecting the quantity or tonnage sold of each category;

d. Information compiled concerning Customer complaints, along with a brief narrative describing any operational changes made to respond to complaints received and to prevent their reoccurrence in the future, if necessary; and

e. A list of notices issued detailing contamination problems and Contractor's follow-up actions, including copies of contamination notices and warning letters issued during the month.

f. Quarterly commercial compliance summaries for AB 341, AB 1826, and SB 1383, which shall include:

i. The total number of customers subject to each regulation;

ii. The number of customers compliant solely through programs provided by Contractor;

iii. The number of customers whose compliance is achieved through third-party haulers, waivers, or internal diversion programs;

iv. The number of non-compliant customers, including the service address and contact information for each;

v. Residential SB 1383 compliance metrics, if available.

g. Quarterly tonnage reports by collection program and facility type, which shall include:

i. Tonnage collected by each collection program (e.g., trash, recycling, green/organics);

ii. Names and locations of all facilities receiving material (e.g., landfills, transfer stations, processing facilities);

iii. Diversion and residual waste disposal tonnage for each processing facility; and

iv. Final disposition (landfill or otherwise) for all collected materials.

h. Construction and Demolition (C&D) Debris Program quarterly reporting, which shall include:

i. The number of C&D projects/customers serviced;

ii. The total tons of C&D waste diverted;

iii. The total tons of C&D waste disposed;

iv. For any projects failing to meet the 65% diversion rate: the customer name, project address, and a brief explanation as to why the minimum diversion threshold was not met.

14.2 Annual Reports. The Contractor shall submit to the City a written Annual Report information, in a form acceptable to the City, no later than forty-five (45) days after the end of each calendar year, which shall include the following information:

a. A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services began or discontinued during the reporting year, and the number of Customers for each class of service;

b. A report, in a form satisfactory to the City, on the City's progress in meeting, and maintaining its ability to meet its goals, under AB 939 and SB 1383, along with any recommended changes;

c. A list of Contractor's officers and members of its board of directors;

d. Documents, if requested by the City, showing Gross Receipts of the Contractor for services performed under this Agreement including a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid, a list of Customers billed by Contractor in accordance with Section 9.5 that are sixty (60) or more days past due and include the following information for each delinquent Commercial account: name; service address; contact information; number of days the account is delinquent; Customers whose service will be or has been suspended due to non-payment of all amounts due or account delinquency; and method(s) the Contractor has used to attempt collection of the bad debt, including date of such attempt(s).

14.3 AB 939 Reporting. Contractor shall assist the City in the preparation of all reports required under AB 939. This shall include development of all data required to prepare reports required by CalRecycle.

14.4 SB 1383 Reporting. Within forty-five (45) days after the end of each calendar year, the Contractor shall provide a written SB 1383 annual report to the City covering the most recently completed calendar year. Such report shall contain the following information:

a. *Contamination Monitoring Report*. Contractor's report under this Section shall include the following information regarding route reviews conducted by Contractor under this Agreement:

i. Documentation of Hauler Route reviews conducted pursuant to 14 CCR Section 18984.5(b), as described and in accordance with 14 CCR Section 18995.1, including a description of the process for determining the level of contamination and the number of route reviews conducted;

ii. Documentation of SB 1383 Regulatory non-compliance complaints that were received and investigated by Contractor under Section 20, in accordance with 14 CCR Section 18995.3, and the number of notices, violations, or targeted education materials issued to Customers for Prohibited Container Contaminants;

iii. Copies of all documentation related to route reviews, "desk-top" reviews, and notices issued to Customers with Prohibited Container Contaminants; and

iv. Documentation of the number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

b. *Compliance Report.* Contractor's report under this Section shall include:

i. The total number of Customers receiving each type of Organic Waste collection services;

ii. The number of Organic Waste Customers and edible food Generators that received information and the type of education and outreach used;

iii. The number of complaints that were received and reviewed by Contractor under Section 20;

iv. Copies of information and public education materials provided to customers related to SB 1383, if any, including the date that the information was distributed to Customers, the number of accounts receiving the information, if applicable, in accordance with 14 CCR Section 18985.3;

v. To the extent the Approved Organic Waste Processing Facility(ies) accept(s) Compostable Plastics and/or plastic bags:

(1) Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to process and recover Compostable Plastics included with the Green Container Waste; and

(2) Written notification to the City that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers Green Container Waste.

vi. A list of Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services in the City, as those terms are defined in 14 CCR Section 18982(a).

c. *Implementation Record.* Contractor shall provide information and documentation needed for the City's implementation record related to its performance of this Agreement with respect to waivers and exemptions as required under 14 CCR Section 18984.14 and procurement of recovered organic waste as required under 14 CC Section 18993.2.

d. *Other 1383 Data*. Such information or data Contractor is required to provide for reporting under this Agreement, as requested by City or CalRecycle and required for City's reporting compliance under 14 CCR Section 18994.2.

14.5 Adverse Information. The Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by the Contractor, as well as copies of all decisions, correspondence, and actions by, any Federal, State, and local courts, regulatory agencies, and other government bodies that adversely affect Contractor's ability to perform services pursuant to this Agreement. All reports and records required under this or any other section shall be furnished at the sole expense of the Contractor.

15. REVIEW OF PERFORMANCE, QUALITY OF SERVICE, AND SYSTEM AND SERVICE REVIEW

15.1 At City's sole option, within ninety (90) calendar days of the first anniversary of the Effective Date of this Agreement, or each five (5) years thereafter throughout the term of this Agreement, City may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service, collection and Recycling systems, and other services. In addition, any Customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

15.2 At any time, upon written request from the City, the Contractor shall, within sixty (60) calendar days, submit a report to City indicating the following:

a. All Discarded Materials collection, Composting, and Recycling services reported in collection, and Recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided to City.

b. Changes recommended to improve the City's ability to meet state-mandated Diversion goals.

c. The value of recyclables, the revenue obtained through the sale of Recyclables, and the expense of collecting and transporting the Recyclables.

15.3 Not later than sixty (60) days after the conclusion of each system and service review hearing, or review of information submitted by Contractor, City shall issue a report.

16. CONTRACTOR'S COMPENSATION

16.1 Contractor Service Rates. Contractor shall provide the services described in this Agreement in accordance with the rates approved by City from time to time in accordance with Proposition 218 for Customers at Residential, Commercial and Multi-Family Premises. The Service Rates are set forth in the Exhibit "C" (Schedule of Rates) as they are effective as of the Commencement Date, and as those rates may be amended by resolution of City Council (the "Service Rates").

a. *Extraordinary Adjustments*. In addition to annual rate adjustments under Section 16.3, Contractor may propose Service Rate adjustments in an amount equal to Contractor's extraordinary changes in performing its cost of collection, Landfilling, Recyclables or Organics Waste processing/Disposal services. Such proposals for adjusting Service Rates to cover extraordinary cost increases shall be subject to City Council approval; provided, however, that Contractor acknowledges that such extraordinary, non-inflationary adjustments shall be subject to Proposition 218 requirements. Such extraordinary increases or decreases in its costs of providing services shall include, by way of example and not by way of limitation: (i) a change in the location of the sites/Facilities to which the Contractor transports Discarded Materials for processing/Disposal; (ii) new or increased taxes, charges, surcharges, or fees payable by Contractor based on its operations hereunder by a governmental body; (iii) changes in the local, State, or Federal laws governing collection, separation, transportation or Disposal of Discarded Materials; (iv) material increases in fuel and/or labor costs, (v) changes in services requested by the City, or (vi) material adverse changes in the market value of Recyclables or recovered organic waste products.

b. *Notice*. The Contractor shall provide the City written notice of the implementation of changes to any of its Service Rates, charges or fees that are not subject to regulation by the City or requirements of Proposition 218. This notice shall include a statement of the reasons for the rate increase or decrease, which shall be approved by the City before distribution, unless it is determined by the City that the proposed increase or any portion thereof is subject to a Proposition 218 process.

c. *Cost Factors*. For any proposed adjustment to the Service Rates subject to Proposition 218, Contractor shall present each individual cost factor supporting such proposed adjustment by the February 15 prior to the effective date of any Service Rate adjustment, subject to the availability of CPI and Landfill, Recyclables, and Organic Waste processing or disposal cost information. The Contractor shall provide supporting documentation and calculations to justify the presented cost factors and any findings legally needed to support the proposed adjustment in Service Rates. Contractor's failure to provide such information on a timely basis does not waive its right to pursue the proposed Service Rate adjustment, provided that the parties understand and agree that the effective date of a Rate adjustment may be delayed in order to provide the City adequate time to review and act upon the information presented (including any time periods needed for Proposition 218 processing if applicable).

16.2 Proposition 218 Generally. To the extent applicable, adjustments and/or increases to the Service Rates, including extraordinary requests, requests based on increased costs of providing service passed-through the Service Rates, and any other request for rate increases under this Agreement, are strictly subject to the assent of the City and compliance with Proposition 218 and Government Code Section 53756. The City intends to comply with all Applicable Laws (including without limitation Proposition 218 to the extent the City maintains the position that Proposition 218 is applicable to the Services Rates) concerning the setting of adjustments to the Service Rates under this Agreement. Should a majority protest exist for any requested Service Rate increases to which Proposition 218 is applicable, Contractor acknowledges that City may not proceed to implement such requested increase.

a. *Failure of Service Rate Passage.* If a majority protest hearing or other application of Proposition 218 prevents a proposed adjustment to Service Rates and/or increase from being implemented, the dispute resolution process described in Section 16.4 below shall apply.

b. *Decreases in Service Rates*. Decreases in Service Rates to an amount less-than those set in a Proposition 218 approved Service Rate Schedule do not require a majority protest process or any other notice other than that notice to the City described in Section 16.1.b.

16.3 Annual Inflationary Rate Adjustments (CPI) Subject to Government Code § 53756. Subject to adoption in accordance with Proposition 218 and this Agreement, the Service Rates may be adjusted to account for annual inflationary increases to all Service Rates for Residential, Multi-Family and Commercial Premises Customers in an amount equal to the annual percent change in the Consumer Price Index ("CPI"). This annual CPI adjustment will be calculated as an average over the 12-month period ending December 31 of the year prior to the date the CPI adjustment is to take effect. However, no annual CPI adjustment to Service Rates shall exceed a 5% maximum. Should any year be greater than the 5% cap, that amount in excess will not be held over to subsequent contract years. Any fees, charges, or surcharges paid to the City, including, without limitation, the Franchise Fees and administrative fees under Section 9, shall not be included in the 5% Service Rate cap and shall be passed-through to Customers by Contractor.

a. Annual CPI adjustments to the maximum Service Rates can occur automatically over a five (5) year period pursuant to the following requirements:

i. The CPI adjustment may take effect only after the Service Rates schedule has first been adopted and passed pursuant to a Proposition 218 hearing and/or protest process. To this end, the CPI adjustment shall start to accrue consistent with Government Code § 53756, such that the CPI adjustments may not exceed a period of five (5) years.

ii. Commencing from the date of adoption for the Service Rates, CPI adjustments shall continue automatically on a year-to-year basis for a period not to exceed five (5) years after the date the rate schedule subject to adjustments were adopted in accordance with Proposition 218.

iii. At the end of the five-year period, there shall be no further CPI escalations or other automatic adjustments to the maximum Service Rates unless or until further automatic adjustments are adopted through a subsequent Proposition 218 process as required by Government Code § 53756.

iv. Contractor shall give notice of automatic inflationary adjustments in accordance with Government Code § 53756. Further, if during any five (5) year period of automatic CPI adjustments Contractor requests new, non-inflationary increases to the Service Rates (e.g., extraordinary adjustments, or adjustments to cover new programs or legal requirements), then such request shall be subject to a new Proposition 218 majority protest process, which if successful may restart start the five (5) year period for automatic adjustments.

16.4 Resolution of Disputes Regarding Rate Adjustments. Upon any dispute regarding the computation or implementation of proposed Service Rate adjustments, invoices to City for Landfill Disposal Fees or Organics Waste Disposal Fees, or any other dispute regarding Contractor's reimbursement for fees, billing, or Service Rates, the contesting party shall notify the other of such dispute in writing within thirty (30) days of being noticed of the disputed issue. Within fifteen (15) days of receiving notice of a disputed rate or fee issue, either party shall have the right to request in writing that the parties negotiate in good faith possible reductions in programs, services, or alternate fee strategies to resolve such dispute. If the parties fail to complete a negotiated resolution within one hundred eighty days (180) from a request for negotiation, the parties (either Contractor or City, as appropriate) may initiate the dispute procedures in accordance with Sections 10 and 11 hereof.

16.5 Customer Participation. The City and Contractor hereby acknowledge that the Contractor has based its Residential, Multi-Family and Commercial Premises Service Rates in Exhibit "C" and its expectation of meeting AB 939 and SB 1383 goals upon the full participation of all Customers in the Recycling Materials and Organic Waste services described herein. The City and Contractor agree to consider reasonable modifications to this Agreement in the event less than adequate Customer participation is achieved, including but not limited to the imposition of fines or penalties against Premises required by law to arrange for AB 939 and SB 1383 Regulatory compliant services that decline or neglect to participate in such programs.

16.6 Organics Waste Disposal/Processing Rate. Contractor, or its affiliate, shall directly bill the City monthly separately from the Contractor Service rates for Organics waste processing based on the following: The total rate per ton, as specified by Exhibit "C", includes all costs associated with the transportation from the City to the processing facility (excluding residual), and actual per ton cost charge imposed by the processing facility. Contractor shall submit to the City, on or before February 15, prior to the effective date of the rate adjustment, information in support of the adjustment. The City agrees to promptly review Contractor's request, and to undertake all actions required to timely implement the requested adjustment by July 1, 2026 and each July 1, thereafter. The requested adjustment will be reviewed and acted on by the City on or before the second City Council meeting prior to the effective date of the adjustment, and the City's approval may not be withheld unreasonably; provided, however, that the Contractor acknowledges that adjustments may be subject to Proposition 218 requirements. Contractor shall be entitled to pass through to the City all reasonable and documented costs associated with Organics waste processing, including but not limited to transportation, tipping, and processing fees incurred as a result of compliance with State law or regulatory requirements. The City shall be responsible for payment of such Pass-Through Costs, notwithstanding that such costs may not yet be reflected in the current solid waste collection rates. The City shall undertake the necessary Proposition 218 proceedings as soon as practicable to incorporate these costs into the approved rate schedule. The organics waste annual rate adjustment will be based on the cost per ton, contamination fees, and

other such related charges by the Organics waste processing facility. The annual adjustment to the Organics Waste Disposal/Processing Rate shall not be subject to the Service Rate cap.

17. DISPOSAL FACILITY RATES

Contractor or its affiliate shall, separately from the Contractor's other services billed to the City under this Agreement, directly bill the City on a monthly basis the then-applicable per ton fee for transfer and disposal services multiplied by the total monthly tons delivered to the Disposal Facility (the "Disposal Fee"). The Disposal Fee includes all costs associated with the transportation from the City to the Disposal Facility, actual disposal operations, Riverside County import fees, and State Integrated Waste Management fee.

18. COLLECTION EQUIPMENT

18.1 Sufficient Fleet; Equipment Inspections Generally. Contractor shall provide an adequate number of vehicles and equipment for the collection, transportation, Recycling, and Disposal of Discarded Materials for which it is responsible under this Agreement. The equipment of Contractor used under this Agreement shall be subject to inspection by City at a reasonable time and during normal business hours on a semi-annual basis, but shall not be subject to any permit fees therefore. All vehicles and Containers used to perform this Agreement shall be kept clean and in good appearance, in good repair and will be uniformly painted to the reasonable satisfaction of the City Manager.

18.2 Collection Hours. Collection vehicles shall not engage in collection of Discarded Materials in the City outside the hours of 6:00 a.m. and 7:00 p.m. on Business Days.

18.3 Collection Vehicle Standards. All collection vehicles shall conform to the highest industry standards and shall be maintained in a clean and efficient condition.

a. *Air Quality*. All collection vehicles shall comply with all applicable provisions of South Coast Air Quality Management District Rule 1193(d), including the implementation schedule set forth in Rule 1193(d)(4)(A) where applicable. All collection vehicles shall comply with the State Vehicle Code, including but not limited to California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements.

b. *CHP Inspections.* The City shall receive pre-inspection notice and may elect to observe any inspection of collection vehicles by the California Highway Patrol (CHP); all certificates issued by the CHP in the course of CHP vehicle inspections shall be submitted to the City Manager following the Effective Date of this Agreement and upon each anniversary date during the Term of this Agreement.

c. *DMV Registration.* All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. A sufficient supply of parts must be kept on hand to ensure timely and continuous fulfillment of this Agreement.

18.4 Correction of Defects. Following any inspection, the City Manager shall have the right to reasonably require Contractor to take out of service any equipment not in good working order and cause Contractor to recondition or replace any equipment reasonably found to be unsafe

or unsanitary within thirty (30) days of notification of defect in such equipment. The City Manager's determination may be appealed to the City Council.

19. PUBLIC ACCESS TO CONTRACTOR; CONTRACTOR'S PERSONNEL

19.1 Office Hours; Local Office. Contractor shall maintain a "local" office in a location within fifteen (15) miles of the City boundary. Contractor's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily on all collection days. A representative of Contractor shall be available during office hours for communication with the public at Contractor's office or at Contractor's regional call center. In the event that normal business problems cannot be rectified over the telephone, a representative of Contractor shall agree to meet with the Customer at a location agreeable to Contractor and the Customer. Contractor shall maintain a local or toll free telephone number during both normal office hours and after-hours, and an answering service during all hours other than normal office hours.

19.2 Service Complaints.

a. *All Customer complaints shall be directed to Contractor*. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant, and nature of complaint) and what action was taken to resolve the complaint. Contractor shall maintain all such records and make them available for inspection by the City upon request. Contractor agrees to use its best efforts to resolve all complaints by the close of the next Business Day following the date on which such complaint is received.

b. *SB 1383 Complaints*. Except with respect to contamination monitoring under Section 5.8, Contractor shall commence an investigation, within ninety (90) days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery organizations or services, and other governmental entities regulated by SB 1383 Regulations. Any such investigation shall be a "desk review" of records collected and maintained by Contractor to determine the Customer's compliance with SB 1383 Regulations.

19.3 Government Liaison Person. The Contractor shall designate a "government liaison person" who shall be responsible for working with the City Manager or the City Manager's designated representative to resolve Customer complaints.

19.4 Community Involvement. It is the intent of this Agreement for the Contractor to be highly involved in community activities throughout the Term of this Agreement. The governmental liaison person identified by the Contractor shall be responsible to involve the Contractor in such activities as agreed upon between Contractor and the City Manager.

a. The general nature of these current and future activities shall be events that benefit the community in ways recognized by the general population. Said participation shall, at the very least, meet current levels and increase proportionally with increases in customers and as

the years of the Franchise extend in the future. These examples are subject to change over time with the concurrence of the City Manager.

19.5 Contractor's Personnel. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a courteous, safe and efficient manner. Contractor shall comply with and be governed by the law of the State of California having to do with working hours as set forth in the Labor Code of the State of California, as the same may be amended from time to time.

a. *Driver Qualifications.* All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

b. *Employee Appearance and Conduct.* All employees, while engaged in the collection of Discarded Materials within the City or otherwise engaged in services described in this Agreement, shall be attired in uniform. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.

c. *Safety Training.* Contractor shall provide suitable operational and safety training for all its employees who use or operate vehicles or equipment for collection of Discarded Materials or who are otherwise directly involved in such collection. Contractor shall train its employees involved in Discarded Materials collection to identify, and not to collect, Excluded Waste and to properly handle Prohibited Container Contaminates.

d. *Safety*. All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Contractor when unsafe or harmful acts are observed or reported to City. Contractor shall instruct its employees to report immediately any Hazardous Wastes they observe within the City during the course of their work to the City.

e. *No Gratuities.* Contractor shall not permit its employees, affiliates or subcontractors to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees or subcontractors pursuant to this Agreement.

20. RESOLUTION OF DISPUTED CUSTOMER COMPLAINTS

20.1 Complaint Review. A Customer dissatisfied with Contractor's handling of a complaint may ask the City to review the complaint. To obtain this review, the Customer must request City review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting the complaint to the Contractor, if the Contractor has failed to respond to the complaint. The City may extend the time to request review for good cause.

20.2 Contractor Review. Before reviewing the complaint, the City Manager shall refer it to the Contractor. If the Contractor fails to cure the complaint within ten (10) days or other such reasonable time if the compliant cannot reasonably be cured by Contractor within such ten (10) day period, the City Manager shall review the Customer's complaint and determine if further action is warranted. The City Manager may request written statements from the Contractor and Customer, and/or oral presentations.

20.3 Complaint Remedy. The City Manager shall determine if the Customer's complaint is unresolved and, if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of Customer charges related to the period of breach.

20.4 Duty Delegation. The City Manager may delegate these duties to a designee. The decision of the City Manager or designee shall be final on any matter under Five Thousand Dollars ($5,000.00). In the event of a decision on a matter awarding Five Thousand Dollars ($5,000.00) or more, Contractor may seek review pursuant to Section 11 above.

21. OWNERSHIP OF WASTE

Once Discarded Materials are placed in a Container for collection, ownership shall transfer to Contractor, subject to the terms of this Agreement and by operation of law. Contractor is hereby granted the right to retain, Recycle, Compost, Dispose of, and otherwise use such Discarded Materials, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor in accordance with Applicable Law. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit or profit resulting therefrom. The Discarded Materials or any part thereof, which are delivered at a Facility shall become the property of the owner or operator of the Facility once delivered there by Contractor. At no time does City obtain any right of ownership or possession of Discarded Materials placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

22. INDEMNIFICATION, INSURANCE AND BONDS

22.1 Indemnification of City. Contractor agrees that it shall protect, defend with counsel reasonably approved by City, indemnify, and hold harmless City, its officers, employees, and agents and at no cost to City, from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities, (including reasonable attorney's fees) (collectively "Claims"), to the extent attributable to Contractor's acts or omissions in the performance of its obligations pursuant to this Agreement, except to the extent of the sole negligence or willful misconduct of the City, its officers, employees, agencies, or contractors. This provision is in addition to all other provisions of this Agreement and is intended to apply to Contractor's actions during the term of this Agreement and survive the end of the term of this Agreement.

22.2 Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel reasonably approved by City, protect and hold harmless City, its officers, employees, agents, and assignees, against all remediation and removal actions (including but not limited to attorney's and expert witness fees) incurred or suffered by, or asserted against, City or its officers, employees, agents, or Contractors arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial or response, plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Wastes

or Hazardous Substances at any place where Contractor disposes of Solid Waste pursuant to this Agreement. Nothing in this Agreement shall be construed as the City directing or arranging for the disposal of Hazardous Wastes or Hazardous Substances, whether or not such Wastes/Substances are inadvertently collected or commingled with Solid Waste, Recyclable Materials or Organic Materials. Nothing in this Agreement provides for the arrangement of Excluded Waste. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 5364, to insure, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provisions of this Agreement and is intended to apply to Contractor's actions both during and prior to the term of this Agreement and survive the end of the term of this Agreement.

22.3 CalRecycle Indemnification. Subject to the requirements of Public Resources Code Section 40059.1, Contractor agrees to protect, defend, with counsel reasonably approved by the City, and indemnify City against all fines or penalties imposed by CalRecycle resulting from Contractor's failure to perform its obligations under this Agreement, and such failure causes the City to not meet the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations. Subject to the scope of this indemnification, Contractor further agrees to appear and represent the City in any appeals, proceedings and/or litigation brought against City for alleged failure to comply with AB 939, AB 341, AB 1826, or SB 1383 resulting from Contractor's failure to perform its obligations under this Agreement.

22.4 Insurance Coverages. Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

a. *General liability insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office current form CG 00 01, in an amount not less than Ten Million Dollars ($10,000,000.00) per occurrence and in the aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

b. *Automobile liability insurance.* Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 20 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Five Million Dollars ($5,000,000.00) combined single limit for each accident.

c. *Workers' compensation insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least Five Million Dollars ($5,000,000.00)).

d. *Pollution Liability Insurance.* Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Five Million Dollars ($5,000,000.00) per claim and in the aggregate. The policy shall provide coverage for the hauling

of waste from the project site to the final disposal location, including non-owned disposal sites (NODS).

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 provide for a duty to defend on the part of the insurer. With respect to General Liability, and Contractors Pollution Liability, coverage should be maintained for a minimum of (5) five years after contract completion.

22.5 General Insurance Requirements.

a. *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

b. *Proof of Insurance.* Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to inspect, but not retain any copies of, complete, certified copies of all required insurance policies, at any time.

c. *Duration of Coverage.* Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

d. *Primary/noncontributing.* Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured. Any umbrella or excess insurance shall not have any exclusions or conditions that delete coverage from the primary policy.

e. *City's Rights of Enforcement.* In the event 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement or declare a default hereof.

f. *Waiver of Subrogation.* All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and 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 City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

h. *Requirements Not Limiting.* Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the 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.

i. *Notice of Cancellation.* Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation of coverage for each required coverage.

j. *Additional Insured Status.* General liability and automobile liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies, using ISO CG 20 10 and CG 20 37, or equivalents. This provision shall also apply to any excess/umbrella liability policies.

k. *Prohibition of Undisclosed Coverage Limitations.* None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and City-approved in writing.

l. *Separation of Insureds.* A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

m. *Pass Through Clause*. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

n. *Agency's Right to Revise Specifications.* The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

o. *Self-Insured Retentions.* Any self-insured retentions must be declared Self-insurance will not be considered to comply with these specifications unless approved by City.

p. *Timely Notice of Claims.* Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

q. *Additional Insurance.* Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the services hereunder.

22.6 City Business License. Chapter 14, Title 4, of the Chino Municipal Code requires Contractor to acquire a no fee City Business License as a condition precedent to operating as a contractor within the City.

23. CONTRACTOR'S AND CITY'S BONDS AND RECORDS; AUDITS

23.1 Record Maintenance. Contractor and City shall maintain in auditable form certain records specifically relating to the services provided hereunder, including, but not limited to, customer lists, billing records, accounts receivable records, maps, AB 939 and SB 1383 compliance records, and Customer complaints, for the full Term of this Agreement, and an additional period of not less than three (3) years after the expiration or earlier termination of this Agreement. The City or the Contractor shall have the right, upon five (5) Business Days advance notice, to inspect all maps, AB 939/SB 1383 compliance records, Customer complaints, and other records collected and maintained by Contractor related to its performance of this Agreement or records collected or maintained by City which reasonably relate to either party's compliance with the provisions of this Agreement. Such records shall be made available for review to either party at such party's regular place of business.

23.2 Underpayment and Overpayment of Fees. Should examination or audit of either party's records reveal an underpayment or overpayment of any fee required under this Agreement, the amount of such underpayment or overpayment shall become due and payable to the other party with interest at the legal rate of seven percent (7%) not later than fifteen (15) days after written notice of such underpayment or overpayment is sent to either party. Should any underpayment or overpayment of more than three percent (3%) be discovered, the responsible party shall bear the entire cost of the audit.

24. GENERAL PROVISIONS

24.1 Force Majeure. Contractor shall not be in default under this Agreement in the event that the collection, transportation, Recycling, Composting, and Disposal of Discarded Materials provided by the Contractor under this Agreement is interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, and fires, pandemics or epidemics (or the threat of such natural disasters), strikes, lockouts, and other labor disturbances, or other catastrophic events which are beyond the reasonable control of Contractor. Other catastrophic events do not include the financial inability of the Contractor to perform or failure of the Contractor to obtain

any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the negligent acts or omissions of the Contractor.

In the event of strikes, lockouts, and other labor disturbances, Contractor shall use best efforts, including without limitation of substitute personnel and drivers, to provide services at the frequency and scope necessary to protect human health and the environment to the extent reasonable under the circumstances.

24.2 Independent Contractor. Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or sub-contractors shall obtain any rights to retirement or other benefits which accrue to City employees.

24.3 Pavement Damage. Contractor shall be responsible for any damage due to Contractor's negligence to City's driving surfaces, whether or not paved, resulting from vehicles providing services pursuant to this Agreement, and driving surfaces at the location of bins, roll-offs, and containers on public or private property, normal wear and tear excluded.

24.4 Property Damage. Any physical damage to public or private property, or other City property caused by the negligent or willful acts or omissions of Contractor, its employees, agents, or sub-contractors shall be repaired or replaced by Contractor at its cost.

24.5 Right of Entry. Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any public or private street, court, place, easement, or other private property necessary for the purpose of providing the collection, transportation, Recycling, Composting, and Disposal of Discarded Materials pursuant to this Agreement.

24.6 Law to Govern; Venue. The law of the State of California shall govern this Franchise Agreement without reference to its conflicts of laws principles. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in U.S. District Court, exclusive venue shall lie in the Central District of California.

24.7 Changes in Law and Amendment. This Agreement is intended to assist the City in carrying out its obligations to comply with the provisions of the California Integrated Waste Management Act of 1989 (AB 939, AB 341, AB 1826, and SB 1383) as may from time-to-time be amended, and as implemented by regulations of CalRecycle, as they, from time to time, may be amended. In the event that any Applicable Laws or other State or Federal laws or regulations enacted after this Agreement has been executed, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such revised Applicable Laws. Except as otherwise provided herein, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties. In the event of any such change in law that impacts Contractor's performance under this Agreement Contractor shall be entitled to a rate adjustment in accordance with Section 16.1.

The City and Contractor agree that Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the City and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a rate adjustment in accordance with Section 16.1 for such change in Contractor's obligations and/or scope of services under this Agreement. In the event the City determines it is necessary to hire a qualified professional to review a rate adjustment related to the foregoing for acquisition and/or use of ZEV or NZEVs vehicles under Applicable Law, including any necessary infrastructure, City and Contractor shall equally share the cost of the qualified professional's review in an amount not to exceed Fifty Thousand Dollars ($50,000.00); provided that prior to commencing any such review the qualified professional shall agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary, confidential, and trade secret information and subject to California privacy rights to the extent permitted under Applicable Law. Any such non-disclosure agreement shall not preclude the qualified professional from providing workpapers to, or disclosing any such information to, the City. City agrees to protect any such proprietary, confidential, and trade secret information from public disclosure.

24.8 Notices. All notices, demands, requests, proposals, approvals, consents, and other communications that this Agreement requires, authorizes, or contemplates must be in writing and must either be personally delivered to a representative of the Party at the address set forth below, or be deposited in the United States mail, first class postage prepaid, addressed as follows:

To City:	City of Chino Attn: Public Works Director 13220 Central Ave. Chino, CA 91710 (909) 334-3250
To Contractor:	USA Waste of California, Inc. Attn: District Manager 13793 Redwood Street Chino, CA 91710
with copy to:	USA Waste of California, Inc. 9081 Tujunga Avenue Sun Valley, CA 91352 Attention: Assistant General Counsel

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this Section. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return

receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only: 1) upon receipt by the receiving party and 2) if the party giving the notice has complied with the requirements of this Section.

24.9 Savings Clause and Entirety. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

24.10 Exhibits Incorporated. Exhibits "A" through "G" are attached to and incorporated into this Agreement by reference.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, Contractor and the City have executed this agreement in Chino, California, on _____, 2025.

Approved as to Content:

By: _____
Hye Jin Lee
Director of Public Works

Date:_____

CITY OF CHINO:

By: _____
Linda Reich
City Manager

Date: _____

Attest:

By: _____
Natalie Gonzaga
City Clerk

Date: _____

Approved as to Form:

By: _____
Fred Galante
City Attorney

Date:_____

USA WASTE OF CALIFORNIA, INC.

_____
Print Name, Title

_____
Signature

_____
Date

_____
Print Name, Title

_____
Signature

_____
Date

EXHIBITS

Exhibit A: City Limits
Exhibit B: Special Wastes
Exhibit C: Schedule of Rates
Exhibit D: Approved Facilities
Exhibit E: Education Plan
Exhibit F: Accepted Recyclable Materials
Exhibit G: Waste Management Sweeping

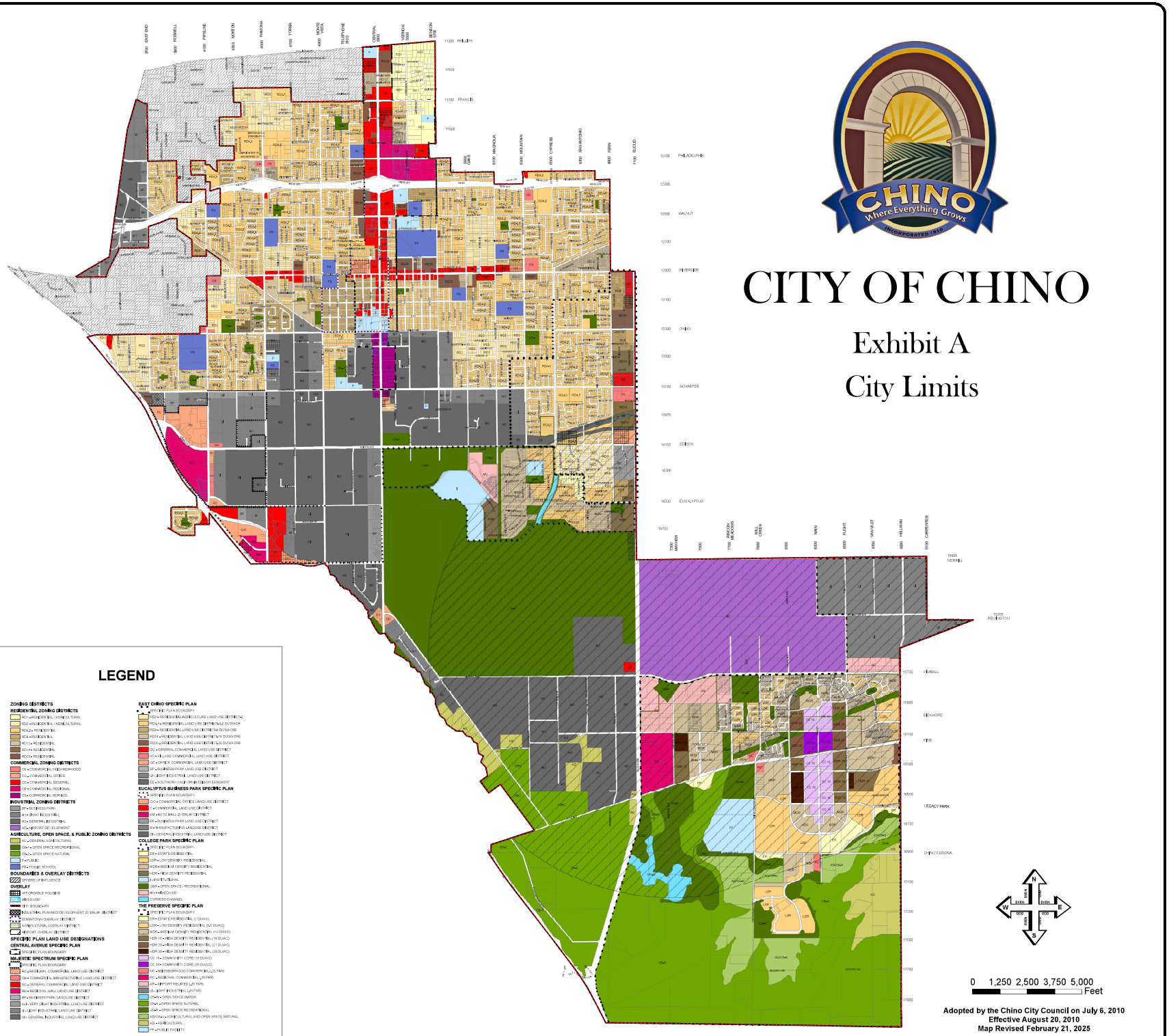
CHINO
Where Everything Grows
INCORPORATED 1910
CITY OF CHINO
Exhibit A
City Limits
LEGEND
ZONING DISTRICTS
RESIDENTIAL ZONING DISTRICTS
RC1 - RESIDENTIAL/AGRICULTURAL
RC2 - RESIDENTIAL/AGRICULTURAL
RD4.2 - RESIDENTIAL
RD8 - RESIDENTIAL
RD12 - RESIDENTIAL
RD20 - RESIDENTIAL
RD23 - RESIDENTIAL
COMMERCIAL ZONING DISTRICTS
CN - COMMERCIAL NEIGHBORHOOD
CO - COMMERCIAL OFFICE
CG - COMMERCIAL GENERAL
CR - COMMERCIAL REGIONAL
CS - COMMERCIAL SERVICE
INDUSTRIAL ZONING DISTRICTS
IP - BUSINESS PARK
M1 - LIGHT INDUSTRIAL
M2 - GENERAL INDUSTRIAL
IC - AIRPORT DEVELOPMENT
AGRICULTURE, OPEN SPACE, & PUBLIC ZONING DISTRICTS
AG - GENERAL AGRICULTURAL
OS - OPEN SPACE/RECREATIONAL
OS-C - OPEN SPACE/NATURAL
P - PUBLIC
PS - PUBLIC SCHOOL
BOUNDARIES & OVERLAY DISTRICTS
SPHERE OF INFLUENCE
OVERLAY
AFFORDABLE HOUSING
MIXED USE
CITY BOUNDARY
INDUSTRIAL PLANNED DEVELOPMENT OVERLAY DISTRICT
DOWNTOWN OVERLAY DISTRICT
AGRICULTURAL OVERLAY DISTRICT
AIRPORT OVERLAY DISTRICT
SPECIFIC PLAN LAND USE DESIGNATIONS
CENTRAL AVENUE SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
MAJESTIC SPECTRUM SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
NC - REGIONAL COMMERCIAL LAND USE DISTRICT
CM - COMMERCIAL MANUFACTURING LAND USE DISTRICT
GC - GENERAL COMMERCIAL LAND USE DISTRICT
RC - REGIONAL MALL LAND USE DISTRICT
BP - BUSINESS PARK LAND USE DISTRICT
VLI - VERY LIGHT INDUSTRIAL LAND USE DISTRICT
LI - LIGHT INDUSTRIAL LAND USE DISTRICT
GM - GENERAL INDUSTRIAL LAND USE DISTRICT
EAST CHINO SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
RD2 - RESIDENTIAL/AGRICULTURE LAND USE DISTRICT
RD4.2 - RESIDENTIAL LAND USE DISTRICT (4.2 DU/ACRE)
RD8 - RESIDENTIAL LAND USE DISTRICT (8 DU/ACRE)
RD14 - RESIDENTIAL LAND USE DISTRICT (14 DU/ACRE)
RD23 - RESIDENTIAL LAND USE DISTRICT (23 DU/ACRE)
CC - CENTRAL COMMERCIAL LAND USE DISTRICT
VC - VILLAGE COMMERCIAL LAND USE DISTRICT
OC - OFFICE COMMERCIAL LAND USE DISTRICT
BP - BUSINESS PARK LAND USE DISTRICT
LI - LIGHT INDUSTRIAL LAND USE DISTRICT
EE - SOUTHERN CALIFORNIA EDISON EASEMENT
EUCALYPTUS BUSINESS PARK SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
CO - COMMERCIAL OFFICE LAND USE DISTRICT
CG - COMMERCIAL LAND USE DISTRICT
AM - AUTO MALL OVERLAY DISTRICT
BP - BUSINESS PARK LAND USE DISTRICT
IM - MANUFACTURING LAND USE DISTRICT
GI - GENERAL INDUSTRIAL LAND USE DISTRICT
COLLEGE PARK SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
ER - ESTATE RESIDENTIAL
LDR - LOW DENSITY RESIDENTIAL
MDR - MEDIUM DENSITY RESIDENTIAL
HDR - HIGH DENSITY RESIDENTIAL
I - INSTITUTIONAL
OSR - OPEN SPACE / RECREATIONAL
MU - MIXED USE
CHANNEL - CYPRESS CHANNEL
THE PRESERVE SPECIFIC PLAN
SPECIFIC PLAN BOUNDARY
ER - ESTATE RESIDENTIAL (2 DU/AC)
LDR - LOW DENSITY RESIDENTIAL (5.7 DU/AC)
MDR - MEDIUM DENSITY RESIDENTIAL (10 DU/AC)
HDR 15 - HIGH DENSITY RESIDENTIAL (15 DU/AC)
HDR 20 - HIGH DENSITY RESIDENTIAL (21 DU/AC)
HDR 30 - HIGH DENSITY RESIDENTIAL (30 DU/AC)
CC 16 - COMMUNITY CORE (16 DU/AC)
CC 30 - COMMUNITY CORE (30 DU/AC)
NC - NEIGHBORHOOD COMMERCIAL (.25 FAR)
RC - REGIONAL COMMERCIAL (.25 FAR)
APT - AIRPORT RELATED (.25 FAR)
LI - LIGHT INDUSTRIAL (.45 FAR)
OS-W - OPEN SPACE WATER
OS-N - OPEN SPACE NATURAL
OS-R - OPEN SPACE RECREATIONAL
AG/OS-C - AGRICULTURAL LAND OPEN SPACE NATURAL
AG - AGRICULTURAL
PF - PUBLIC FACILITY
PHILLIPS
FRANCIS
PHILADELPHIA
WALNUT
RIVERSIDE
CHINO
SCHAEFER
EDISON
EUCALYPTUS
MERRILL
PENNSTON
KIMBALL
BICKMORE
PINE
LEGACY PARK
CHINO CORONA
N
S
E
W
0 1,250 2,500 3,750 5,000
Feet
Adopted by the Chino City Council on July 6, 2010
Effective August 20, 2010
Map Revised February 21, 2025

EXHIBIT B
SPECIAL WASTES

- Flammable Waste
- Containerized Waste
  (e.g. drum, barrel, portable tank, box, pail, etc.)
- Waste transported in a bulk tanker
- Liquid Waste
- Sewage Sludge
- Waste from pollution control process and/or industrial process
- Residue and debris from a cleanup of a spill or release of chemical substances, commercial products or any other special wastes.
- Contaminated soil, waste residue, debris, and articles from cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of any other special wastes.
- Dead animals and/or slaughterhouse waste
- Wastewater
- Explosive Substances
- Radioactive Materials
- Hazardous materials as defined by state and federal law
- Friable and/or non-friable asbestos waste
- Empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides
- Waste which is prohibited from disposal at a Class III Landfill
- Waste which has been rejected from disposal at a landfill

Exhibit C - Schedule of Rates

RESOLUTION NO. 2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, CONFIRMING THE ANNUAL ADJUSTMENT TO THE INTEGRATED WASTE MANAGEMENT SERVICE RATES EFFECTIVE JULY 1, 2025

WHEREAS, the City of Chino ("City") entered into a franchise agreement with USA Waste of California, Inc., dba Waste Management ("Franchisee"), for the provision of integrated waste management services, including the collection and disposal of refuse, recyclables, and organic waste, effective May 16, 2017; and

WHEREAS, the franchise agreement allows for annual adjustments to the service components of the rates based on changes in the Water, Sewer, Trash (WST) Index; and

WHEREAS, for the 12-month period from December 2024 through December 2025, the WST Index increased by 4.99%; and

WHEREAS, in accordance with the franchise agreement, a 4% adjustment, the maximum allowed under the contract, has been applied to the service components of the rates for commercial/industrial, compactor, residential, and ancillary services, as detailed in the updated rate schedule (Exhibit A); and

WHEREAS, the disposal components of the integrated waste management rates, specifically landfill tipping fees and green/organic waste processing fees, are based on actual historical tonnage and vendor rates, and are passed through to customers to ensure full cost recovery; the landfill tipping fees are set by Riverside County, and the green/organic waste processing rates are established by the designated processor under contract with the Franchisee; and

WHEREAS, the City has complied with the procedural requirements of Proposition 218, including the provision of mailed notice to affected ratepayers and the opportunity for public comment during a duly noticed public hearing held on June 6, 2023, regarding the proposed rate adjustments; and

WHEREAS, the adjusted rates are necessary to ensure full cost recovery for landfill disposal, green waste processing, utility billing, and compliance with State-mandated recycling and diversion programs, thereby maintaining the fiscal sustainability of the City's integrated waste management system.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY RESOLVE AS FOLLOWS:

1. Confirmation of Rate Adjustment. The City Council hereby confirms and approves a 4% increase to the service components of the integrated waste management service rates, effective July 1, 2025, as outlined in the updated rate schedule attached hereto as Exhibit A.
2. Franchise Agreement Compliance. The rate adjustment is consistent with the terms of the franchise agreement between the City and the Franchisee, specifically the provision allowing for annual adjustments based on the WST Index, with a 4% cap.
3. Proposition 218 Compliance. The City Council finds that all procedural requirements of Proposition 218 have been satisfied, including the provision of notice and an opportunity for public input.
4. Effective Date. The fees shall take effect on July 1, 2025.

APPROVED AND ADOPTED THIS 20th DAY OF MAY 2025.

CURTIS BURTON, MAYOR PRO TEM

ATTEST:

NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §.
CITY OF CHINO)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of May 2025, by the following votes:

AYES:	COUNCIL MEMBERS:	LUCIO, FLORES, COMSTOCK, BURTON
NOES:	COUNCIL MEMBERS:	NONE.
ABSENT:	COUNCIL MEMBERS:	ULLOA

ngonzaga

NATALIE GONZAGA, CITY CLERK

Attachment: Exhibit A – Schedule of Rate Integrated Waste Management Services

Fiscal Year 2025-26 Integrated Waste Management Services
Residential, Commercial & Roll-Off Services (Effective July 1, 2025)

Landfill & Organics Tipping Fee (Pass-Through)	Current	FY 2025-26	Increase
Riverside County Disposal Fee Commercial / Industrial (per ton)	$ 53.86	$ 55.83	3.7%
Riverside County Disposal Fee Residential (per ton)	$ 46.00	$ 47.66	3.6%
Green Waste Processing Fee (per ton)	$ 99.20	$ 108.33	9.2%
Residential Service Offerings	**Current**	**FY 2025-26**	**Increase**
Single Family Rate (3-Cart / 96-Gallon)	$ 36.97	$ 38.82	5.0%
Senior Citizen Rate (3-Cart / 96 or 64-Gallon)	$ 32.45	$ 34.06	5.0%
Low Volume Generator Rate (3-Cart / 64-Gallon)	$ 32.45	$ 34.06	5.0%
Residential Service Ancillary Fees	**Current**	**FY 2025-26**	**Increase**
Additional Refuse Container	$ 8.16	$ 8.49	4.0%
Additional Green Waste Container	$ 3.18	$ 3.31	4.0%
Additional Recycling Container	$ 4.46	$ 4.64	4.0%
First Time Delivery of Carts	$ 14.72	$ 15.31	4.0%
Exchange of Carts	$ 24.49	$ 25.47	4.0%
Burned Carts	$ 121.71	$ 126.58	4.0%
Re-instatement Delivery	$ 31.63	$ 32.89	4.0%
Temporary Bin Service (3-yard, 1-week)	$ 159.57	$ 165.82	3.9%
Extra Temporary Bin Pickup	$ 37.65	$ 39.16	4.0%
Bulky Item Pick-Up First Item	$ 40.84	$ 42.47	4.0%
Each Additional Item	$ 24.50	$ 25.48	4.0%
E-Waste Pick-Up	$ 32.67	$ 33.97	4.0%
Residential Set-Up Fee	$ 19.16	$ 19.93	4.0%
Scout Collection	1.5x the Residential Rate		
Contamination Fee	$ 16.38	$ 17.04	4.0%
Overage Fee	$ 27.30	$ 28.39	4.0%
Commercial Service Ancillary Fees	**Current**	**FY 2025-26**	**Increase**
Temp Bin 3-Yard, serviced 1x	$ 129.33	$ 134.50	4.0%
Temp Bin Extra Pickup	$ 37.65	$ 39.16	4.0%
Temp Bin Extra Week	$ 37.65	$ 39.16	4.0%
Haul and Call	$ 36.34	$ 37.79	4.0%
Commercial Bulky Item Pickup	$ 38.18	$ 39.71	4.0%
Commercial Valet	$ 65.35	$ 67.96	4.0%
First Time Delivery of Bins (per bin)	$ 18.89	$ 19.65	4.0%
Bin Exchange (per bin)	$ 65.35	$ 67.96	4.0%
Lost or Stolen Bin	$ 876.27	$ 911.32	4.0%
Burned Bin	$ 490.20	$ 509.81	4.0%
Bin Repair	Actual Cost		
Replacement Lock	$ 43.71	$ 45.46	4.0%
Replacement Key	$ 8.38	$ 8.72	4.0%
Overage Fee	$ 92.58	$ 96.28	4.0%
Reinstatement Delivery Fee	$ 145.10	$ 150.90	4.0%
Commercial Set-Up Fee	$ 29.82	$ 31.01	4.0%
Commercial Cart Service	$ 47.44	$ 49.34	4.0%
Contamination Fee	$ 54.02	$ 56.18	4.0%

Commercial Service Ancillary Fees (Continued)	**Current**	**FY 2025-26**	**Increase**
Extra Trip Charge	$ 102.77	$ 106.88	4.0%
Manual Locking Lids	**Current**	**FY 2025-26**	**Increase**
Serviced 1x per week	$ 14.64	$ 15.23	4.0%
Serviced 2x per week	$ 24.12	$ 25.08	4.0%
Serviced 3x per week	$ 33.58	$ 34.92	4.0%
Serviced 4x per week	$ 43.10	$ 44.82	4.0%
Serviced 5x per week	$ 52.55	$ 54.65	4.0%
Serviced 6x per week	$ 56.41	$ 58.67	4.0%
Bin Push Charges Monthly, per Container	**Current**	**FY 2025-26**	**Increase**
(Fees apply based on service frequency, up to 6x per week)			
26-50 feet	$ 12.28	$ 12.77	4.0%
51-75 feet	$ 15.80	$ 16.43	4.0%
76-100 feet	$ 17.52	$ 18.22	4.0%
101-125 feet	$ 19.28	$ 20.05	4.0%
126-150 feet	$ 21.03	$ 21.87	4.0%
151-175 feet	$ 22.81	$ 23.72	4.0%
176-200 feet	$ 24.52	$ 25.50	4.0%
over 200 feet	$ 26.26	$ 27.31	4.0%
Commercial Organics Service (64-Gallon Cart)	**Current**	**FY 2025-26**	**Increase**
Serviced 1x per week	$ 72.50	$ 75.40	4.0%
Serviced 2x per week	$ 145.01	$ 150.81	4.0%
Serviced 3x per week	$ 217.50	$ 226.20	4.0%
Serviced 4x per week	$ 290.04	$ 301.64	4.0%
Serviced 5x per week	$ 362.51	$ 377.01	4.0%
Serviced 6x per week	$ 435.03	$ 452.43	4.0%
Organics Extra Pickup (per cart)	$ 111.09	$ 115.53	4.0%
Roll-Off Service	**Current**	**FY 2025-26**	**Increase**
Roll-Off Delivery Fee	$ 105.60	$ 109.82	4.0%
Roll-Off Rental	$ 195.34	$ 203.15	4.0%
Roll-Off Pick-Up	$ 109.91	$ 114.31	4.0%
Disposal (5.3 tons x Disposal fee per ton)	$ 285.43	$ 295.90	3.7%
Overage Charge (per ton)	$ 53.86	$ 55.83	3.7%
Recycling Admin Fee (13.67% per ton)	$ 7.36	$ 7.63	3.7%
Extra Trip Charge (per bin)	$ 105.71	$ 109.94	4.0%
Roll-Off Set-Up Fee	$ 29.82	$ 31.01	4.0%
Roll-Off Inactivity /Minimum Pull Fee	$ 189.62	$ 197.20	4.0%
Roll-Off Relocation Fee	$ 102.17	$ 106.26	4.0%
Compactor Service	**Current**	**FY 2025-26**	**Increase**
Compactor Pickup	$ 327.83	$ 340.94	4.0%
Disposal (7.5 tons x Disposal fee per ton)	$ 403.91	$ 418.73	3.7%
Recycling Admin Fee (13.67% on 7.5 tons)	$ 55.21	$ 57.24	3.7%

[Commercial, Roll-Off & Compactor Rate Tables Attached]

Fiscal Year 2025-26 Integrated Waste Management Services
Commercial, Roll-Off, & Compactor Services

Commercial/Multi-Family Services (Refuse Only)

Service Frequency	2 Cubic Yard Bin				
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 104.42	$ 24.17	$ 3.30	$ 0.26	$ 132.15
2	$ 173.31	$ 48.35	$ 6.61	$ 0.52	$ 228.79
3	$ 242.18	$ 72.53	$ 9.91	$ 0.78	$ 325.40
4	$ 311.09	$ 96.70	$ 13.22	$ 1.04	$ 422.05
5	$ 379.98	$ 120.87	$ 16.52	$ 1.30	$ 518.67
6	$ 448.87	$ 145.05	$ 19.83	$ 1.56	$ 615.31
Extra Pickup	$ 43.83	$ 5.70	$ 0.78	$ 0.26	$ 50.57

Service Frequency	3 Cubic Yard Bin				
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 124.32	$ 36.28	$ 4.96	$ 0.26	$ 165.82
2	$ 206.37	$ 72.53	$ 9.91	$ 0.52	$ 289.33
3	$ 288.46	$ 108.79	$ 14.87	$ 0.78	$ 412.90
4	$ 370.53	$ 145.05	$ 19.83	$ 1.04	$ 536.45
5	$ 452.61	$ 181.32	$ 24.79	$ 1.30	$ 660.02
6	$ 534.67	$ 217.58	$ 29.74	$ 1.56	$ 783.55
Extra Pickup	$ 46.92	$ 8.60	$ 1.18	$ 0.26	$ 56.96

Service Frequency	4 Cubic Yard Bin				
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 144.16	$ 48.35	$ 6.61	$ 0.26	$ 199.38
2	$ 239.32	$ 96.70	$ 13.22	$ 0.52	$ 349.76
3	$ 334.48	$ 145.05	$ 19.83	$ 0.78	$ 500.14
4	$ 429.66	$ 193.41	$ 26.44	$ 1.04	$ 650.55
5	$ 524.80	$ 241.77	$ 33.05	$ 1.30	$ 800.92
6	$ 619.97	$ 290.10	$ 39.66	$ 1.56	$ 951.29
Extra Pickup	$ 50.01	$ 11.40	$ 1.56	$ 0.26	$ 63.23

Service Frequency	5 Cubic Yard Bin				
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 164.11	$ 60.45	$ 8.26	$ 0.26	$ 233.08
2	$ 272.40	$ 120.87	$ 16.52	$ 0.52	$ 410.31
3	$ 380.70	$ 181.32	$ 24.79	$ 0.78	$ 587.59
4	$ 488.98	$ 241.77	$ 33.05	$ 1.04	$ 764.84
5	$ 597.27	$ 302.21	$ 41.31	$ 1.30	$ 942.09
6	$ 705.59	$ 362.63	$ 49.57	$ 1.56	$ 1,119.35
Extra Pickup	$ 53.11	$ 14.27	$ 1.95	$ 0.26	$ 69.59

Fiscal Year 2025-26 Integrated Waste Management Services
Commercial, Roll-Off, & Compactor Services

Commercial/Multi-Family Services (Refuse Only) Continued

Service Frequency	6 Cubic Yard Bin				
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 183.98	$ 72.53	$ 9.91	$ 0.26	$ 266.68
2	$ 305.40	$ 145.05	$ 19.83	$ 0.52	$ 470.80
3	$ 426.81	$ 217.58	$ 29.74	$ 0.78	$ 674.91
4	$ 548.23	$ 290.10	$ 39.66	$ 1.04	$ 879.03
5	$ 669.66	$ 362.63	$ 49.57	$ 1.30	$ 1,083.16
6	$ 791.08	$ 435.15	$ 59.49	$ 1.56	$ 1,287.27
Extra Pickup	$ 56.20	$ 17.11	$ 2.34	$ 0.26	$ 75.91

Commercial Compactor Service

Service Frequency	2 Cubic Yard Compactor					
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 30.82	$ 104.41	$ 72.53	$ 9.91	$ 0.26	$ 217.93
2	$ 51.38	$ 173.28	$ 145.06	$ 19.83	$ 0.52	$ 390.07
3	$ 71.95	$ 242.17	$ 217.58	$ 29.74	$ 0.78	$ 562.22
4	$ 92.51	$ 311.04	$ 290.10	$ 39.66	$ 1.04	$ 734.35
5	$ 114.02	$ 379.94	$ 362.63	$ 49.57	$ 1.30	$ 907.46
6	$ 133.63	$ 448.82	$ 435.18	$ 59.49	$ 1.56	$ 1,078.68
Extra Pickup	$ 30.82	$ 43.83	$ 17.10	$ 2.34	$ 0.26	$ 94.35

Service Frequency	3 Cubic Yard Compactor					
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 30.82	$ 124.31	$ 108.78	$ 14.87	$ 0.26	$ 279.04
2	$ 51.38	$ 206.38	$ 217.58	$ 29.74	$ 0.52	$ 505.60
3	$ 71.95	$ 288.43	$ 326.37	$ 44.61	$ 0.78	$ 732.14
4	$ 92.52	$ 370.49	$ 435.18	$ 59.49	$ 1.04	$ 958.72
5	$ 114.02	$ 452.55	$ 543.95	$ 74.36	$ 1.30	$ 1,186.18
6	$ 133.63	$ 534.61	$ 652.75	$ 89.23	$ 1.56	$ 1,411.78
Extra Pickup	$ 30.82	$ 46.94	$ 25.69	$ 3.51	$ 0.26	$ 107.22

Service Frequency	4 Cubic Yard Compactor					
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	$ 30.82	$ 144.16	$ 145.06	$ 19.83	$ 0.26	$ 340.13
2	$ 51.38	$ 239.34	$ 290.10	$ 39.66	$ 0.52	$ 621.00
3	$ 71.95	$ 334.50	$ 435.18	$ 59.49	$ 0.78	$ 901.90
4	$ 92.52	$ 429.68	$ 580.22	$ 79.32	$ 1.04	$ 1,182.78
5	$ 114.02	$ 524.85	$ 725.28	$ 99.15	$ 1.30	$ 1,464.59
6	$ 133.63	$ 620.01	$ 870.33	$ 118.97	$ 1.56	$ 1,744.50
Extra Pickup	$ 30.82	$ 50.01	$ 34.24	$ 4.68	$ 0.26	$ 120.01

Fiscal Year 2025-26 Integrated Waste Management Services
Commercial, Roll-Off, & Compactor Services

Commercial/Multi-Family Services (Recycle Only)

Service Frequency	4 Cubic Yard Bin	5 Cubic Yard Bin	6 Cubic Yard Bin
1	$ 144.79	$ 164.87	$ 184.92
2	$ 240.56	$ 273.97	$ 307.28
3	$ 336.36	$ 383.04	$ 429.64
4	$ 432.15	$ 492.11	$ 551.98
5	$ 527.92	$ 601 .19	$ 674.35
6	$ 623.73	$ 710.28	$ 796.69
Extra pickup	$ 50.63	$ 53.89	$ 57.14

Franchise Fees Paid to the City = 10% of Gross Billings

Residential Rate Components

Residential Calculation	Current		Proposed		
Residential Landfill		26,688		27,222	tons
Green Waste / Organics		11,352		11,579	tons
Landfill Tipping Fee	$	46.00	$	47.66	cost per ton
Organics Tipping Fee	$	99.20	$	108.33	cost per ton
Residential Service		22,497		22,497	accounts

Est. Annual Landfill Costs	$	1,297,389
12 months	$	12
accounts	$	22,497
Landfill Component	***$***	***4.81***

Est. Annual Organics	$	1,254,336
12 months	$	12
accounts	$	22,497
Organics Component	***$***	***4.65***

Fiscal Year 2025-26 (New Rate Structure)	**3-Cart**		**Senior**	
1. Landfill	$	4.81	$	3.12
2. Organics	$	4.65	$	4.65
3. WM Service Fee	$	20.76	$	18.75
4. Franchise Fee 12.5%	$	3.78	$	3.18
5. Billing Fee	$	2.68	$	2.68
6. Recycling Admin Fee	$	2.15	$	1.68
Proposed Rate	**$**	**38.82**	**$**	**34.06**
Current Rate	**$**	**36.97**	**$**	**32.45**
Max per Proposition 218	***$***	***39.19***	**$**	**34.40**

EXHIBIT D
APPROVED FACILITIES

Disposal Facility

Approved City Facilities			
SWIS Number	**Site Name**	**County**	**Enforcement Agency (LEA/EA)**
33-AA-0217	El Sobrante Landfill	Riverside	Department of Environmental Health

Transfer and Processing Facilities

Approved City Facilities			
SWIS Number	**Site Name**	**County**	**Enforcement Agency (LEA/EA)**
19-AA-1127	Azusa Facility MRF	Los Angeles	Department of Public Health
19-AA-1128	Pomona Valley Transfer Station	Los Angeles	Department of Public Health
36-AA-0441	Viramontes Express	San Bernardino	Div. of Environmental Health Services
54-AA-0026	South Valley Compost Site	Tulare	Department of Health Services, Division of Environmental Health
ID # XIC000111328	WM Pala Composting Facility	San Diego	Pala Environmental Board
37-AA-0907	El Corazon Facility	San Diego	Department of Environmental Health and Quality

EXHIBIT E
EDUCATION PLAN

ONGOING PROGRAMS

The following public education and outreach activities will be performed on an ongoing basis throughout the term of the contract.

Contractor will submit for review an Education Plan for City approval no later than August 1st for the next Calendar Year. The plan will include proposed education focused on service information and recycling guidelines for both residential and commercial customers. Schedule of when education material will be disseminated throughout the year, social media post calendar, and community event participation.

(1) Communication Collateral. Various forms of literature will be distributed to the community annually. The collateral will remind residents what is accepted for recycling and organics, advise them of holiday schedules, bulky waste pickup, waste and recycling events, community events, and special waste handling topics.

(2) Annual Assessment of Education & Outreach Efforts. Contractor staff will work cooperatively with the City to monitor the effectiveness of existing public education and outreach programs and to identify and develop new public education and outreach programs as might be necessary to meet diversion targets.

(3) Community Events. Contractor will provide waste and recycling services, at no charge, in a continuing effort to support City programs and events. Contractor will attend public events and host booths to promote recycling education and awareness. Contractor will work with City to identify which special events will be attended.

(4) Chamber, Civic Group Presentations. Contractor will reach out to the local Chamber of Commerce and service organizations to work with these organizations to complete presentations to the business community about available services and programs, education around state mandates (AB 341, AB1826, and SB 1383) as well as the benefits of recycling services.

(5) Marketing Resources. Contractor will distribute video and images (social media education posts) geared towards residential and commercial customers annually to inform regarding special programs, recycling initiatives such as AB341, AB1826 and SB 1383 for city staff to incorporate in its traditional and social media platforms.

(6) Social Media. Contractor will use its presence on social media (Facebook, Twitter and/or Instagram) to provide real-time information about our local operations, enhance community conversations, promote recycling and engage more directly with customers and community organizations to address their questions.

Additional Contractor Education Tools

(7) Local Chino Website. Contractor will update with new service offerings local Chino website to inform the public about routing, services levels, program offerings (community cleanups, bulky waste collection, sharps program, etc.) proper cart usage, recyclable materials accepted, community events and information on environmental protection that will be updated on an on-going basis.

(8) Recycling Rewards Program. Annually in celebration of America Recycles Day-Contractor will work with city staff to recognize two residential customers and one commercial customer at a November council meeting for being model recyclers by Recycle Right. Contractor will provide a gift basket along with a Recycling All Star Certificate.

(9) Residential and Commercial Customer E-Newsletters (Electronic Newsletters). E-Newsletters provide a simple and effective method to educate residents and commercial customers about service changes, recycling and sustainability programs, or other important information. Both the Residential and Commercial E-Newsletters will be produced quarterly. The Commercial E-Newsletter will detail specific information regarding applicable State/City mandates.

(10) Recycle Right. Contractor will use this site to educate residents, businesses and multi-family on important recycling topics, and to offer tools that can be used to make recycling sustainable for future generations. Contractor will use https://www.wm.com/us/en/recycle-right to educate the community more about the changing world of recycling, industry news and trends.

Outreach Material for City Facilities

Communication Collateral. Contractor will make available copies of collateral material created for city staff distribution at city facilities for residential and commercial customers.

EXHIBIT F
ACCEPTABLE RECYCLABLE MATERIALS

RECYCLABLES must be dry, clean (free of food and liquid), loose (not bagged), unshredded, empty, and include only the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4” in size in any dimension	Propane tanks, fuel cannisters
Batteries	

EXHIBIT G
STREET SWEEPING

Contractor Responsibilities for Street-Sweeping Oversight

1. **General Oversight and Contract Administration**. The Contractor shall be responsible for the oversight, supervision, and administration of all street-sweeping operations to ensure compliance with the terms and conditions of this Agreement, the performance standards established by the City, and all applicable stormwater quality requirements under the City's Municipal Separate Storm Sewer System (MS4) Permit. The Contractor shall designate a representative who will serve as the primary point of contact for City staff. This individual shall be responsible for contract management, operational oversight, MS4-related compliance support, and performance evaluation.

2. **Field Inspections and Performance Monitoring**. The designated representative shall:

    a) Conduct regular field inspections to assess service performance, verify compliance with contractual obligations and MS4 Permit requirements, and ensure adherence to established schedules, cleaning routes, and service quality standards.
    b) Review and analyze operational data, including route completion reports and service logs, to evaluate efficiency, effectiveness, and consistency with MS4 best management practices (BMPs).
    c) Track and document resident complaints and service-related concerns, identifying patterns or recurring deficiencies to be addressed in coordination with City staff.
    d) Recommend route or schedule adjustments, including operational modifications necessary to improve pollutant load reduction and ensure alignment with the City's MS4 stormwater quality management goals, subject to City review and approval.

3. **Resident Communication, Complaint Resolution, and MS4-Related Response**. The Contractor shall establish and maintain accessible communication channels for residents to submit street-sweeping-related complaints, including MS4-related concerns such as debris accumulation, pollutants near gutters, or missed sweeping in storm drain-sensitive areas. Acceptable methods may include a dedicated hotline, email address, or online portal. These channels shall be monitored daily to ensure timely responsiveness.

    a) The Contractor's customer service team shall be trained to efficiently process complaints, log all service requests, and serve as the liaison between residents and the street-sweeping operations team.
    b) The Contractor shall ensure timely investigation and resolution of complaints, coordinating internally to address any deficiencies.
    c) The Contractor shall conduct follow-up communications with complainants to confirm resolution and document feedback for continuous improvement.

4. **Performance Tracking, MS4 Metrics, and Reporting**. The Contractor shall track and report key performance metrics related to street-sweeping services, including but not limited to:

    a) Total number of service requests and complaints received per month, including those with potential MS4 implications.
    b) Categorization of complaints by type and frequency (e.g., missed routes, inadequate cleaning, debris left in gutters, pollutants accumulating near storm drain inlets).
    c) Response and resolution times for complaints, including corrective actions taken and any preventive measures implemented to support MS4 compliance.
    d) Number and results of field inspections, including compliance assessments with performance standards and MS4 best management practices.
    e) Any modifications to routes or schedules, including justification for changes and any anticipated improvements to stormwater quality outcomes.

    The Contractor shall compile these performance metrics into a monthly report submitted to the City. Each report shall provide a comprehensive analysis of service trends, highlight areas for improvement, and propose corrective actions as needed. The Contractor shall utilize data-driven insights to enhance operational efficiency, ensure accountability, and support continuous service improvement.

SUMMARY TABLE
Amended & Restated Agreement (2026) vs. Current Agreement (2018)

Category (note: sections are per the new Agreement)	New Agreement	Current Agreement
Structure & Format (General)	60+ pages ✓Reorganized by SB 1383 compliance ✓ Detailed operational, enforcement & documentation requirements ✓ Designed to track, report, & demonstrate regulatory compliance	20 pages - Simple collection contract - Lacks compliance architecture - Predates SB 1383 (regs adopted 2020) - Operational language dominates
Self-Hauling / Exemptions Section 2.64 - Definition (Self-Haul) Section 4.3 - Scope of Franchise subsections 4.3(a), (b), and (c)	✓ Expanded exemptions: edible food recovery, state facilities, incidental debris removal, landscape provisions, emergency collections ✓Imposes SB 1383 restrictions on self-haulers	- Only mentions limited exemptions, mostly landscaper green waste & incidental C&D
Waivers Section 5 - Waivers for Commercial / Multi-Family Section 14.4(c) - Implementation Record	✓Waivers exist and are explicitly authorized ✓Waivers are based on SB 1383 regulations ✓City has approval authority ✓ WM provides supporting documentation ✓ WM provides 5-year regulatory re-verifications ✓ Documentation creates an audit-defensible record ✓ City approval required ✓ WM must assist and document ✓ Waivers are a mandatory element of SB 1383	- Only minor concepts - NO waiver process - NO criteria - NO documentation - NO enforcement authority - NO linkage to any State regulation - Contract is not compliant with SB 1383
Reporting Requirements Section 14 - Reports & Adverse Information 14.1 - Quarterly Reporting 14.2 - Annual Reporting 14.3 - AB 939 Reporting 14.4 - SB 1383 Reporting 14.4(a) - Contamination Monitoring 14.4(b) - Compliance Report 14.4(c) - Implementation Record 14.4(d) - Other 1383 Data	✓ Quarterly / annual reports with tonnage, diversion, and performance data ✓ Full AB 939, AB 341, and AB 1826 compliance reporting ✓ Complete SB 1383 reporting for all required programs ✓ Contamination monitoring with route audits and tagged-cart data ✓ Compliance reports showing non-compliant customers and enforcement actions ✓ A maintained SB 1383 Implementation Record for City and State review ✓ Procurement credit data and edible food recovery reporting ✓ Inspection, monitoring, and waiver documentation ✓ Facility disposition reports showing where all materials go ✓ Customer complaint logs and resolution summaries. ✓ Operational metrics, route performance, and corrective actions ✓ Gross receipts verification upon request	- Almost NO reporting structure - Basic diversion and contamination records only - NO State-mandated reporting references - This agreement contains NO procurement reporting, no edible food reporting, no implementation record, all required under State law today

SUMMARY TABLE
Amended & Restated Agreement (2026) vs. Current Agreement (2018)

Enforcement / Compliance Section 5.8 - Contamination Monitoring 5.8(a) - Route Monitoring 5.8(b) - Prohibited Container Contaminants / Fees Section 19.2 - SB 1383 Complaints Section 24.7 - Changes in Law	✓ WM monitors routes, tags contaminated carts, and reports contamination ✓ WM identifies prohibited contaminants, conducts waste audits, and applies contamination fees when directed ✓ WM logs, investigates, and documents all SB 1383 complaints ✓ WM adjusts services as laws change to keep the City compliant ✓ The City retains full enforcement authority; WM provides data and support ✓ WM supplies required SB 1383 reporting and documentation to assist City enforcement	- NO enforcement framework - NO trigger or documentation - NO contamination management structure - NO recordkeeping or notification process - NO concept of repeat violator tracking - NO link to compliance or enforcement - Does not support SB 1383 monitoring requirements - NO smart truck technology - NO compliance framework - NO distinction between roles
Inspection / Monitoring Section 5.8 - Contamination Monitoring	✓ City retains enforcement authority ✓ WM supports monitoring via documentation ✓ WM provides repeat-violation reporting ✓ City receives all evidence needed for SB 1383 compliance and audits	- NO inspection language other than "record of non-collection" - NO SB 1383 monitoring requirements
Edible Food Recovery Section 2.28, 2.31, and 2.34 - Definitions Section 4.3(m) - Edible Food Recovery Section 6.2(a) - General Section 14.4 - SB 1383 Reporting	✓ Recognizes edible food as NOT trash ✓ Requires WM to cooperate with food recovery organizations ✓ Provides SB 1383-compliant generator list ✓ Supports CalRecycle implementation records ✓ Educates generators on edible food prevention and donation ✓ Enables nonprofits to operate without franchise interference	- Contains zero references to edible food
Franchise Fees & Administrative Fees Section 9.1 - Franchise Fees Section 9.2(b) - Billing Fees Section 9.2(c) - Recycling Admin Fee	✓ Proposition 218-compliant structure ✓ City may adjust franchise fees through future Prop 218 processes ✓ Segregated revenue streams eliminate audit exposure ✓ Strong Prop 218 defensibility ✓ Billing Fee offsets City staffing, account management, and processing costs ✓ Recycling Admin Fee offsets costs for the unfunded mandated programs ✓ Billing transparency enables rate stability & audit compliance	- Fixed franchise fee of 10% - Broad application, transparency
SB 1383 (embedded throughout) Section 5(a) - Services Provided by Contractor Section 5.1(e) - Mandatory Service Waivers Section 5.10 - SB 1383 Compliance Reviews	✓ State mandates explicitly referenced (AB 939, 341, 1826, SB 1383)	- NO SB 1383 references (predates the regulations)

SUMMARY TABLE
Amended & Restated Agreement (2026) vs. Current Agreement (2018)

SB 1383 (cont.) Section 10.4(3)(vi) - Liquidated Damages Section 14.4 - SB 1383 Reporting Section 19.2(b) SB 1383 Service Complaints	✓ Agreement includes required organics monitoring and enforcement standards ✓Contract automatically aligns with future State law changes ✓ Documentation obligations support CalRecycle audits ✓ Enforcement and reporting aligned with regulatory language ✓ Procurement compliance fully integrated ✓ Clear, defensible waiver process (low-volume, space constraints, self-haul).	- NO SB 1383 references (predates the regulations)
Street Sweeping Section 5.5(o) - Additional, Non-Regular Services & Exhibit G	There is explicit street sweeping administration and oversight language: ✓ Dedicated routing coordinator required ✓ Complaint resolution responsibility ✓ City access to direct contact ✓ Requirement for sufficient staffing ✓ Administration obligations clarified	- NO operational requirements - NO performance standards - NO monitoring, reporting, or complaint process - NO identified point of contact - NO SB 1383 compliance tie-in
Procurement & Credits Organic Waste Products Section 5.9 - Procurement of Recovered Organic Waste Products Section 5.9(a) - Procurement Credits Section 14.4 - SB 1383 Report	✓ Fully compliant with SB 1383 ✓ City CAN count procurement credits ✓ Enables partnerships with IEUA, schools, parks ✓ Requires documentation, verification, certification ✓ City Manager can execute procurement agreements ✓ Cost neutral	- NO procurement language - NO SB 1383 compliance - NO reporting, documentation, or MOUs - NO structure to count procurement credits

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **JACKIE MELENDEZ, ASSISTANT CITY MANAGER**

SUBJECT

Introduction of Ordinance No. 2025-010 Amending Chapter 6 of the Chino Municipal Code.

RECOMMENDATION

Approve the introduction of Ordinance No. 2025-010, amending Chapter 6 of the Chino Municipal Code to address the change in the City of Chino animal services provider, to read by number and title only, and waiving further reading of the ordinance.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

Chapter 6 of the Chino Municipal Code (CMC), which governs animal services, contains language that refers to the City's previous animal services provider. The City recently transitioned its animal services to a new provider, the Animal Resource Center of the Inland Empire (ARC). The ARC is a Joint Powers Authority between the Cities of Chino, Ontario, Montclair, Chino Hills, and the County of San Bernardino, providing comprehensive animal services to all member jurisdictions.

This Ordinance No. 2025-010 updates the CMC language to accurately reflect the City's current contractual agreement for animal services with the ARC. The revision addresses two primary necessities: first, to resolve internal inconsistencies within the CMC resulting from the change in service provider, thereby ensuring clarity for both residents and staff; and second, to modernize the chapter by replacing outdated terminology with inclusive, neutral language, ensuring regulatory consistency and compliance. The overall purpose of this amendment is to formally align the CMC with the current animal services operation and maintain modern legal standards.

ISSUES/ANALYSIS

The proposed Ordinance No. 2025-010 will amend the following sections of Chapter 6 of the CMC:

- 6.04.030, 6.04.040, 6.04.50, 6.04.070, 6.04.080, 6.04.090, 6.04.100
- 6.08.010, 6.08.090, 6.08.100, 6.08.110, 6.08.120
- 6.12.010, 6.12.020
- 6.16.020, 6.16.060
- 6.20.020, 6.20.030, 6.20.040, 6.20.050, 6.20.060, 6.20.070, 6.20.100, 6.20.110

These amendments will clarify the code, ensuring that the ARC can effectively serve the community as the City's designated animal services provider. This amendment will serve as a temporary measure while the ARC works to create a unified municipal code intended for adoption by all partnering agencies.

Therefore, it is recommended that the City Council approve the introduction of Ordinance No. 2025-010, amending Chapter 6 of the Chino Municipal Code to address the change in the City of Chino animal services provider, to be read by number and title only, and waiving further reading of the ordinance.

Attachment: Ordinance No. 2025-010

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

WHEREAS, the City of Chino, California ("City") is a municipal corporation, duly organized under the California constitution and the laws of the State of California; and

WHEREAS, the City has entered into a Joint Powers Agreement with the Cities of Ontario, Montclair, Chino Hills, and the County of San Bernardino to provide comprehensive animal services to its constituents; and

WHEREAS, the current Chino Municipal Code contains language that references a previous animal services provider, which no longer accurately reflects the City's current partnership; and

WHEREAS, the current Chino Municipal Code contains gender-specific language, such as the use of pronouns like *'he'* or references to titles like *'poundmaster'*, which do not reflect modern standards of inclusivity and gender-neutral terminology; and

WHEREAS, the City has determined that it is necessary to amend the Municipal Code to reflect the current status of its animal services and its participation in the Joint Powers Agreement; and

WHEREAS, the proposed amendments to provisions within Chino Municipal Code Chapters 6.04, 6.08, 6.12, 6.16, 6.18 and 6.20 will generalize the language pertaining to animal services, thereby enabling the current service provider to more effectively serve the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference. In the amended sections listed below, all additions are in **bold underline**, deletions in ~~**bold strikethrough**~~.

SECTION 2. Section 6.04.030 of the Chino Municipal Code, entitled "Impoundment." is hereby amended as follows:

"6.04.030 – Impoundment.

Whenever any of the animals referred to in Section 6.04.020 is found in any of the streets within the city, the ~~**poundmaster**~~ **animal services provider** shall take such animal in charge or cause it to be taken in charge, and put such animal in the public ~~**pound**~~ **animal services facility** of the city."

SECTION 3. Section 6.04.040 of the Chino Municipal Code, entitled "Impoundment—Notice to owner." is hereby amended as follows:

"6.04.040 - Impoundment—Notice to owner.

The ~~**poundmaster**~~ **animal services provider** shall within twenty-four hours of the impounding of any animals, pursuant to Section 6.04.030, give notice of such impounding to the owner of the impounded animal, if ~~**he**~~ **the owner** be known or reside within the city."

SECTION 4. Section 6.04.050 of the Chino Municipal Code, entitled "Impoundment—Sale of unredeemed animals." is hereby amended as follows:

"6.04.050 - Impoundment—Sale of unredeemed animals.

If within seventy-two hours of the impounding of any animal pursuant to Section 6.04.030, the owner of the animal impounded fails to redeem such animal and pay the fees and costs for such impounding as declared in the comprehensive fee schedule resolution, the ~~**poundmaster**~~ **animal services provider** shall, after giving five days' written notice in three public places in the city, expose such animal so impounded for ~~**sale at public auction to the highest bidder**~~ **adoption**."

SECTION 5. Section 6.04.070 of the Chino Municipal Code, entitled "Sale—Purchaser's certificate." is hereby amended as follows:

"6.04.070 - Sale—Purchaser's certificate.

The ~~**poundmaster**~~ **animal services provider** shall execute to the purchaser of an animal, at a sale held as provided in Section 6.04.050, a certificate of sale for the animal in question, specifying the amount paid and the mark and brand."

SECTION 6. Section 6.04.080 of the Chino Municipal Code, entitled "Impoundment and sale – Fees for poundmanster." is hereby amended as follows:

"6.04.080 - Impoundment and sale—Fees for ~~**poundmaster**~~ **animal services provider**.

The ~~**poundmaster**~~ **animal services provider** shall receive for impounding and selling an animal pursuant to this chapter such fees as stated in the comprehensive fee schedule resolution."

SECTION 7. Section 6.04.090 of the Chino Municipal Code, entitled "Owner's right to possession of impounded animal." is hereby amended as follows:

"6.04.090 - Owner's right to possession of impounded animal.

The owner of any animal impounded as provided in Section 6.04.030 shall be entitled to possession of such animal at any time before the sale thereof by paying to the ~~**poundmaster**~~ **animal services provider** the charges and fees provided."

SECTION 8. Section 6.04.100 of the Chino Municipal Code, entitled "Disposition of dead animals and fowl." is hereby amended as follows:

"6.04.100 - Disposition of dead animals and fowl.

Any animal or fowl which dies within the city shall be immediately taken and removed by the owner thereof or ~~his~~ **the owner's** agent and properly buried or disposed of in such manner that the animal or fowl will not become obnoxious or a nuisance. Failure to do so shall be a misdemeanor punishable as set forth in Section 1.12.010 of this code."

SECTION 9. Section 6.08.010 of the Chino Municipal Code, entitled "Enforcing officer defined." is hereby amended as follows:

"6.08.010 - Enforcing officer defined.

For the purpose of this chapter, "enforcing officer" means the chief of police, the ~~humane officer~~ **animal services officer**, the city health officer, or such other person as the city council may designate."

SECTION 10. Section 6.08.090 of the Chino Municipal Code, entitled "Quarantine and confinement of dog shown to have bitten a person." is hereby amended as follows:

"6.08.090 - Quarantine and confinement of dog shown to have bitten a person.

Whenever it is shown that any dog has bitten any person, the owner or person having the custody or possession of such dog shall, upon the order of the city health officer or ~~his~~ **the officer's** authorized agent, quarantine it and keep it securely chained for a period of twelve days, and shall allow the city health officer or ~~his representative~~ **authorized agent** to make an inspection or examination thereof at any time during such period. Dogs quarantined must not be removed from the premises without permission of the city health officer. However, the city health officer, in the interest of protecting the person bitten, may order the dog quarantined at the city ~~pound~~ **animal services facility** or elsewhere for a period of twelve days at the owner's expense."

SECTION 11. Section 6.08.100 of the Chino Municipal Code, entitled "Seizure of dog suspected of having rabies." is hereby amended as follows:

"6.08.100 - Seizure of dog suspected of having rabies.

A. The enforcing officer or any of ~~his~~ **the officer's** deputies shall have the right to seize any dog within the city having or suspected of having rabies and cause the same to be examined by the city health officer. It shall be the duty of such health officer to examine such dog for the purpose of determining if such dog is afflicted with rabies.

B. If it is determined that such dog does not have rabies, it shall be returned to the owner or person harboring same."

SECTION 12. Section 6.08.110 of the Chino Municipal Code, entitled "Enforcing officer—Delegation of duties." is hereby amended as follows:

"6.08.110 - Enforcing officer—Delegation of duties.

The city council may by contract, delegate to an ~~**humane society**~~ **animal services provider** or other person, the collection of license fees and the performance of any of the duties of the enforcing officer under this chapter."

SECTION 13. Section 6.08.120 of the Chino Municipal Code, entitled "Enforcing officer—Right of entry." is hereby amended as follows:

"6.08.120 - Enforcing officer—Right of entry.

The health officer, ~~**poundmaster**~~ **animal services provider**, ~~**deputy poundmaster animal services provider,**~~ or any police officer shall be empowered to enter upon any private or public property for the purpose of ascertaining whether any dog, kept or harbored therein, is afflicted with rabies or whether or not a license tag has been secured for such dog."

SECTION 14. Section 6.12.010 of the Chino Municipal Code, entitled "Dogs without licenses or running at large." is hereby amended as follows:

"6.12.010 - Dogs without licenses or running at large.

It shall be the duty of the enforcing officer to impound any dog for which a license is required if such dog ~~**shall not be**~~ **is not** wearing a dog license tag as provided in this title, or any dog running loose upon a public street, alley, sidewalk, public property or any public place contrary to this title, and ~~**he**~~ **the enforcing officer** shall keep such dog impounded until claimed or destroyed."

SECTION 15. Section 6.12.020 of the Chino Municipal Code, entitled "Reclaiming, adoption, or destruction of impounded dog." is hereby amended as follows:

"6.12.020 - Reclaiming, adoption, or destruction of impounded dog.

The owner or possessor of a dog impounded as provided in Section 6.12.010 may reclaim such dog upon payment of the required fees as stated in the comprehensive fee schedule resolution. If a dog has been impounded as provided in this chapter for a period of three days and has not been reclaimed by the owner, the ~~**humane society**~~ **animal services provider** after reasonable and diligent search for the owner and the notification of the owner, if known, by mail within twenty-four hours after pick-up, in lieu of destroying such dog, may offer such dog for adoption. A licensed veterinarian or ~~**humane officer**~~ **animal services officer** may

humanely destroy any impounded animal on the same day it is impounded if, in their opinion, it is in great pain or discomfort due to an injury or infectious disease which may contaminate and be detrimental to the health of the other animals at the animal ~~**shelter**~~ **services facility**."

SECTION 16. Section 6.16.020 of the Chino Municipal Code, entitled "License—Required—Fee." is hereby amended as follows:

"6.16.020 - License—Required—Fee.

Every person engaged in the business of operating a commercial kennel shall obtain a license from the city license collector and shall pay an annual fee for each calendar year as follows: The operator of a commercial kennel, if ~~**his**~~ **their** dogs therein are kept entirely upon the premises of such kennel at all times, shall obtain a license for such dogs and pay the fees as stated in the comprehensive fee schedule resolution."

SECTION 17. Section 6.16.060 of the Chino Municipal Code, entitled "Management and operation of kennels generally." is hereby amended as follows:

"6.16.060 - Management and operation of kennels generally.

It is a misdemeanor for any person operating a kennel, as defined in Section 6.16.010 to fail to observe the following rules concerning the operation of kennels:

A. All the general rules for the management and care of dogs as required by Section 6.08.130 shall be observed:

B. Kennels shall be operated as to eliminate excessive or untimely noise from dogs and offensive odors from kennels;

C. Boundary fencing shall be provided for kennels, which shall be in addition to fencing for exercise runs; and where kennels are located adjacent to a street or public way, the fence shall be constructed in such a manner as to prevent the dogs from being seen from the street or public way. All such fencing shall conform with the other ordinances of the city which have to do with the construction and location of fences;

D. No dog in a kennel shall be exposed to public view for more than twelve hours out of twenty-four:

E. Conditions which are injurious to dogs shall not be permitted to be maintained upon premises used for kennels;

F. Kennels must be constructed to prevent escape of dogs;

G. Reasonable precautions shall be taken to protect the public from the dogs in a kennel, and the dogs from the public;

H. Isolation wards for sick dogs shall be maintained by all kennels. Such wards shall be sufficiently removed from where other dogs are kept so not to endanger the health of the

dogs which are not sick. Sick or diseased dogs shall be isolated from healthy dogs in such wards;

I. All dogs in kennels shall have sufficient area in which to run for proper exercise, and shall not be overcrowded in their places of shelter or quarters;

J. Boarding dogs belonging to different owners in kennels shall not be kept together without written consent of the owners of the dogs;

K. Kennels shall have upon their premises valid rabies shot certificates for each dog kept therein showing that each dog is currently immunized from rabies;

L. Owners of dogs in kennels shall be notified when dogs owned by them refuse to eat or drink and in consequence thereof have lost weight. Owners shall also be notified when their dogs are injured or become ill.

M. A register shall be maintained in kennels showing the names and addresses of persons from whom dogs are received and to whom dogs are returned, sold, traded or given;

N. Any changes in address, ownership or management of kennels shall be reported to the ~~**poundmaster**~~ **animal services provider** five days prior to such change."

SECTION 18. Section 6.20.020 of the Chino Municipal Code, entitled "Declarations to be filed." is hereby amended as follows:

"6.20.020 - Declarations to be filed.

Declarations under penalty of perjury must be filed with the ~~**poundmaster**~~ **animal services provider** stating in detail all of the following:

A. That declarant is a resident of a residential home located within two hundred yards of the premises where the dog is located:

B. Within the past month declarant has heard the dog bark for a substantially long period to the extreme annoyance of the declarant;

C. That declarant has had deterioration of emotional health from the barking;

D. That declarant requests that the dog be removed from the premises;

E. That declarant has mailed a copy of the declaration, certified mail, to the owner of the dog."

SECTION 19. Section 6.20.030 of the Chino Municipal Code, entitled "Filing period." is hereby amended as follows:

"6.20.030 - Filing period.

At least one declaration shall be filed with the ~~**humane society officer**~~ **animal services officer** before procedures provided for hereinafter shall be implemented."

SECTION 20. Section 6.20.040 of the Chino Municipal Code, entitled "Investigation by humane society officer." is hereby amended as follows:

"6.20.040 - Investigation by ~~**humane society officer**~~ **animal services officer**.

Upon receipt of such declaration or declarations, the ~~**humane society of Pomona Valley**~~ **animal services provider** shall assign an officer to investigate said complaint or complaints. ~~**He**~~ **The officer** shall personally interview the complainant or complainants and the owner of the dog. ~~**He**~~ **The officer** shall determine whether the declaration or declarations have merit and shall warn the owner of the dog of the possibility of abatement of the dog if the dog does not stop barking continuously."

SECTION 21. Section 6.20.050 of the Chino Municipal Code, entitled "Same—Evidence of nuisance." is hereby amended as follows:

"6.20.050 - Same—Evidence of nuisance.

If the situation is not corrected after forty-eight hours warning to the owner of the dog, the ~~**humane society officer**~~ **animal services officer** or police officer who personally hears the dog barking continuously for at least a ten-minute period on at least two separate occasions during a seven-day period shall submit a declaration under penalty of perjury in that regard. Then the ~~**humane society**~~ **animal services provider** may enter the private property and impound the dog pending a hearing to follow as hereinafter provided."

SECTION 22. Section 6.20.060 of the Chino Municipal Code, entitled "Appointment of hearing officer by poundmaster – Notice and hearing." is hereby amended as follows:

"6.20.060 - Appointment of hearing officer by ~~**poundmaster**~~ **animal services provider**—Notice and hearing.

Upon receipt of the declaration of the ~~**humane society officer**~~ **animal services officer**, and complainant or complainants, the ~~**poundmaster**~~ **animal services provider** shall appoint a hearing officer who shall determine the time and place of the hearing as to whether the dog is a nuisance, and whether and how the nuisance should be abated. Notice of the hearing shall be given by certified mail, return receipt requested, sent at least ten days prior to the hearing and shall be sent to the owner of the dog and each complaining witness, and to the ~~**humane society officer**~~ **animal services officer** or police officer."

SECTION 23. Section 6.20.070 of the Chino Municipal Code, entitled "Hearing—Continuance and termination of." is hereby amended as follows:

"6.20.070 - Hearing—Continuance and termination of.

At the time and place of the hearing each complaining witness and the ~~**humane society officer**~~ **animal services officer** or police officer must be present. If any of these parties are not present, the hearing may be continued to a time and place convenient to the hearing officer and those present. If complaining parties who filed written complaints and the ~~**humane society officer**~~ **animal services officer** or police officer are not present on the continued date, all proceedings shall terminate."

SECTION 24. Section 6.20.100 of the Chino Municipal Code, entitled "Custody of dog—Judicial remedy." is hereby amended as follows:

"6.20.100 - Custody of dog—Judicial remedy.

The dog shall be kept by the ~~**humane society**~~ **animal services provider** for at least ten days after notice of the decision is given by certified mail to the owner that the dog has been declared to be a nuisance. The owner shall be notified of the time period the dog will be held to allow the owner an opportunity to obtain judicial remedy if desired. If no court order is issued after such period preventing it, the ~~**humane society**~~ **animal services provider** shall make every effort to place such dog for adoption in a rural area where it will not be a disturbance to any surrounding neighbors."

SECTION 25. Section 6.20.110 of the Chino Municipal Code, entitled "Dogs out-of-doors between ten p.m. and seven a.m." is hereby amended as follows:

"6.20.110 - Dogs out-of-doors between ten p.m. and seven a.m.

Dogs not within entirely closed structure between ten p.m. and seven a.m. may be impounded by the ~~**humane society officer**~~ **animal services officer** or police officer who may enter private property for such purpose if such dog is reported to be a nuisance by a neighbor and the occupant of the premises is either not in attendance on the property or who after being given notice by the ~~**humane society officer**~~ **animal services officer** or police officer does not immediately put the dog in an entirely closed shelter. Dogs so impounded by the ~~**humane society**~~ **animal services provider** may be returned to the owner upon payment of the boarding of such dog during the time it was impounded. If the dog is so impounded, notice thereof will be given by mail within twenty-four hours to the address the dog was taken of such impounding."

SECTION 26. The City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Chino.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____ 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by the City Council at a regular meeting held on the XXth day of XXXX 2026.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 16, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **COUNCIL MEMBER COMSTOCK**

SUBJECT

Community Support Fund – Council Member Comstock.

RECOMMENDATION

Approve community support fund contribution of $500 to Chino Youth Boxing Foundation.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2031
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Comstock recommends that the City Council approve the following contribution:

- Chino Youth Boxing Foundation $500: Provides character development, discipline, and self-respect to the City's youth through a local boxing program.

By approving this contribution, the Chino Youth Boxing Foundation will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Comstock, staff recommends that the City Council approve this community support contribution.