

Contract No.: 2025-084
Approval Date: 7/30/2024

CONSTRUCTION REIMBURSEMENT AGREEMENT
MERRILL AVENUE WIDENING, INTERCONNECT & EUCLID MEDIAN
(Euclid Land Venture, LLC Project / City of Ontario)

This CONSTRUCTION REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 30th day of July 2024 ("**Effective Date**"), by and between CITY OF CHINO, a California municipal corporation ("**City**"), and EUCLID LAND VENTURE, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are sometimes hereinafter referred to individually as "**Party**" and jointly as "**Parties**".

RECITALS

A. On December 1, 2020, the City of Ontario ("**Ontario**") approved a subdivision of approximately 80.653 acres of land into eight parcels within the Ontario Ranch Business Park Specific plan area, located on the northeast corner of Merrill and Euclid Avenues as shown on Exhibit A. The development project consists of seven warehouse buildings ranging from 43,400 square feet to 1,099,000 square feet, totaling a maximum of 1,676,000 square feet of warehouse and office uses (the "**Project**"). In response to the EIR for the Project, the City submitted a comment letter requesting full width improvements on Euclid Avenue and Merrill Avenue and noted that it had funding to contribute to the costs relating thereto.

B. Pursuant to that certain Development Agreement No. PDA19-001, effective between Ontario and Developer ("**Development Agreement**"), and the conditions of approval provided on Exhibit B for said Project, Developer was required to design and construct public improvements along the perimeter of Merrill Avenue to mitigate traffic impacts resulting from the Project as a condition of development approval.

C. Developer is obligated to construct full-width ultimate street improvements on the north side of Merrill Avenue within Ontario City limits, including curb, gutter, sidewalk, landscaping, and streetlights, as part of the Merrill Avenue Widening to be eligible for reimbursement from Ontario's Development Impact Fee ("**DIF**") program.

D. On the south side of Merrill Avenue within Chino City limits, fronting the San Bernardino County Airport, Developer is obligated to construct street improvements up to the curb, excluding sidewalk, landscaping, and streetlights ("**Merrill Improvements**").

E. On October 18, 2022, the Developer entered into a Public Improvement Agreement with City and provided necessary securities to ensure timely completion of the Merrill Improvements.

F. The Merrill Improvements are estimated to cost \$7,015,250, based on competitive bids.

G. Subsequently, Developer and City reached an agreement for full-width ultimate street improvements on the south side of Merrill Avenue, which will include traffic signal interconnect, sidewalks, landscaping, and streetlights ("**Additional Improvements**").

H. Developer has elected to construct the Additional Improvements in excess of those specifically required by the conditions of approval, which are estimated to cost \$3,362,838.

I. The City received \$5.0 million from the Scannell/Fed-Ex project ("**Developer Deposit**") which is designated for future improvements along the San Bernardino County Airport perimeter.

J. City completed a comprehensive airport right-of-way survey funded by the Developer Deposit. Upon approval by the Federal Aviation Administration ("**FAA**"), the City will proceed to acquire the necessary ultimate right-of-way for the streets surrounding the airport.

K. Concurrently with this Agreement, the City entered into a Right of Entry Agreement with San Bernardino County to facilitate the construction of the Additional Improvements, while the City awaits approval from the FAA to proceed with the formal right-of-way dedications along Merrill Avenue.

L. The remaining Developer Deposit will fund additional enhancements on Merrill Avenue, including sidewalks, landscaping, and lighting.

M. The Preserve Circulation DIF program will offset costs not covered by the Developer Deposit for the construction of Merrill Avenue and the Additional Improvements, as established in Chapter 3.45 of the Chino Municipal Code ("**DIF Ordinance**").

N. DIFs have been established by City to finance public facilities in furtherance of the goals and objectives of City's general plan, various facility master plans, capital improvement plans, and the nexus reports described in the DIF Ordinance ("**Nexus Reports**").

O. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, Developer shall be entitled to reimbursement for eligible costs of constructing the public facility. The DIF Ordinance specifically requires that the Developer and City enter into a reimbursement agreement.

P. Additionally, pursuant to the terms of the Development Agreement and the conditions of approval for said Project, Developer was required to design and construct public improvements along the perimeter of Euclid Avenue to mitigate traffic impacts resulting from the Project as a condition to the development.

Q. As part of the Euclid Avenue widening efforts, the City is responsible for the west half of the street improvements and raised Euclid Median between Merrill and Eucalyptus Avenues ("**Euclid Improvements**")

R. Over the years, City developments along the Euclid Avenue corridor located in the Citywide DIF program paid an in-lieu-of-construction fee for the Euclid Median and Widening. The City will utilize these in-lieu deposits to offset costs associated with the Euclid Improvements.

S. The City will include a new project in the next update to the Nexus Report to cover costs not funded by the in-lieu fees for Euclid Avenue Improvements. DIF ensures adequate funding for regional infrastructure in the general City area.

T. The Euclid Improvements are estimated to cost \$5,331,013 based on competitive bids.

U. Developer will proceed with finalizing engineering plans for the Additional Merrill Improvements concurrently with the commencement of construction for Merrill and Euclid Improvements (referred to collectively as "**Public Improvements**") as shown on Exhibit C. This coordinated approach

is essential to avoid project delays, minimize road closures, and maintain the project schedule, thereby minimizing disruptions to traffic and the local community.

V. Developer agreed, at its own expense, to furnish all equipment and materials necessary to perform and complete in a good and workmanlike manner, the improvements and to advertise, publicly bid, and award a contract for construction of the Public Improvements in accordance with Public Contract Code and comply with all applicable provisions of California law, including but not limited to the prevailing wage provisions contained in the Labor Code.

W. The City and Developer are committed to expediting the completion of Public Improvements, which may require overtime pay for night and weekend work to meet this objective. City will allow additional expenses under the construction contract for this effort, recognizing its community benefits and the financial burdens faced by affected businesses in the area.

X. Allowances for soft costs related to engineering and inspection shall not exceed 25% of the construction costs. If these soft costs exceed the 25% threshold, the excess amount will be borne solely by the Developer.

Y. Developer and City desire to memorialize herein Developer's right to the highest priority reimbursement of funds from the Preserve Circulation DIF Fund, Citywide Circulation DIF Fund, and In-Lieu Fees in consideration of the construction of the Public Improvements.

Z. City and Developer desire to enter into this Agreement for the following purposes: (i) to provide for the timely construction and completion of the Public Improvements, (ii) to ensure that construction of the Public Improvements is undertaken in accordance with the City's Plans and Specifications, and the laws and ordinances pertaining to the construction of the Public Improvements, (iii) to provide the methodology for establishing the reimbursement amount to which Developer shall be entitled after completion of the Public Improvements.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree as follows:

AGREEMENT:

1. **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. **Construction of Public Improvements.** Developer shall construct the Public Improvements in accordance with the Plans and Specifications and the provisions set forth in this Agreement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to complete the Public Improvements fully and adequately.

2.1 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any portion of the Public Improvements until all plans and specifications for the Public Improvements have been submitted to and approved in writing by City ("**Plans and Specifications**"). Approval by City shall not relieve Developer from ensuring that all Public Improvements conform to all applicable laws, ordinances and regulation under California and federal law.

2.2 **Permits and Notices.** Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full

compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.

2.3 Public Works Requirements. Developer shall ensure that the bidding, awarding, and construction of the Public Improvements are undertaken as if such Public Improvements were constructed as a public works project under the direction and authority of City, pursuant to all provisions of law applicable to governmental entities. Developer shall also comply with the requirements of City's Bidding and Contract Requirements for Public Improvements Policy, as adopted by City Council, hereby incorporated by reference and made a part of hereof (as may be amended from time to time).

(a) Developer's general contractor for the construction of the Public Improvement ("**General Contractor**") shall pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and otherwise comply with applicable provisions of the Labor Code, the Government Code, the Civil Code, and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by City Engineer.

(b) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Public Improvements which they will construct in conformance with Section 5 of this Agreement.

2.4 Schedule of Performance. Developer shall commence construction of the Public Improvements in accordance with the Schedule of Performance attached as **Exhibit D**.

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

2.6 Alterations to Public Improvements. All work shall be done and the Public Improvements completed as shown on the Plans and Specifications, and any subsequent material alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any material alterations to the Plans and Specifications, it shall provide written notice to City of such proposed material alterations. City shall have ten (10) business days after receipt of such written notice to administratively approve or disapprove such material alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the material alterations within such ten (10) business day period, City will be deemed to have disapproved such material alterations to the Plans and Specifications. Any and all material alterations in the Plans and Specifications and the Public Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

2.7 Force Majeure. Developer agrees that the time within which it shall be required to perform any act under this Agreement shall not be extended except as follows: (i) Developer is delayed by City (including, without limitation, restrictions on priority, initiative or referendum, or moratoria), in which case Developer shall provide written notice to City specifically describing the nature and extent of the delay caused by City and Developer's detailed efforts to avoid such delay, which references this section and deliver such notice within twenty (20) days of discovering such delay, and Developer's obligations

shall be extended for such time as City deems reasonable as a result of the delay if and only if Developer provides such written notice to City within such time; or (ii) Developer is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, processing with any governmental agencies, unusually severe weather, or any other similar causes beyond the control of Developer or without the fault of Developer. An extension of time for any such cause shall be for the period of the enforced delay equal to the number of days during which Developer's performance was delayed and shall commence to run from the time of the commencement of the cause, if written notice by Developer claiming such extension is sent to City within twenty (20) days of knowledge of the commencement of the cause.

3. Security; Surety Bonds. Prior to the commencement of any work on the Public Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at City's request, in lieu of surety bonds, a letter of credit or letters of credit issued by a banking institution with a rating to be approved by City and in the form and upon terms approved by City ("**Security**"). The amount of the Security shall be based on the estimated actual costs ("**Estimated Costs**") to construct the Public Improvements, as determined by City after Developer has awarded a contract for construction of the Public Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Providing the Security shall not release Developer of its indemnification obligation in Section 4.

3.1 Performance Bond. To guarantee the construction of the Public Improvements and faithful performance of all the provisions of this Agreement, to protect City if Developer is in default as defined in Section 13, and to secure the Warranty of the Public Improvements pursuant to Section 10, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are completed by Developer, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released upon the final acceptance by the City Council of the City, provided that Developer is not in default of this Agreement.

3.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. All security provided under this section shall be released upon the final acceptance by the City Council of the City, provided that Developer is not in default of this Agreement.

3.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer and its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

4. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of

or incident to any acts, omissions, negligence or willful misconduct of Developer in connection with the performance of this Agreement ("**Claims**"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused by the negligence, fraud, or willful misconduct of City, as determined by a court or administrative body of competent jurisdiction and excludes any Claims arising out of incidents occurring after the date of the City's acceptance of the Public Improvements. Developer's obligation to indemnify regarding Claims arising from incidents occurring prior to the date of the City's acceptance of the Public Improvements shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

5. Insurance.

5.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("**Required Insurance**"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

5.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

5.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

5.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

5.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

5.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard

separation of insureds provisions and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

5.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

5.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall, to the extent available from commercially reasonable insurance providers, be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

5.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

6. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of, and shall exercise no control over, the Public Improvements until such Public Improvements are accepted by City. Developer shall have no obligation to make the Public Improvements available for public use at any time before the Public Improvements are accepted by City. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Public Improvements in a state of good repair until they are completed by Developer and accepted by City. Prior to acceptance by the City, it shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may, upon written notice and Developer's failure to remedy as provided in Section 13, do all work necessary for such maintenance, and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence, fraud, or willful misconduct of City, its elected officials, employees, and/or agents.

7. City Inspection of Public Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. Developer shall give notice to City when the construction of all or a portion of the Public Improvements is complete. Upon receiving such notice, City may inspect the Public Improvements and request any modifications or corrections as may be deemed reasonably necessary by City Engineer, in his or her sole discretion, to bring the Public Improvements into conformity with the Plans and Specifications, including any approved revisions thereto. Developer or Developer's contractors shall make all such modifications and corrections requested by City Engineer.

8. **Liens.** Developer shall not permit any liens to be filed against the Public Improvements and indemnifies City with respect to any such liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Public Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the Public Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm, or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the subject property.

9. **Acceptance of Improvements; As-Built or Record Drawings.** If the Public Improvements are completed by Developer in accordance with the Plans and Specifications, as reasonably determined by City Engineer, City shall accept the Public Improvements. City may, in its reasonable discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of San Bernardino a notice of completion for the accepted Improvements in accordance with California Civil Code Section 9204 ("**Notice of Completion**"), at which time the accepted Public Improvements shall become the sole and exclusive property of City without any payment therefor, except as expressly set forth herein. Notwithstanding the foregoing, City may not accept any Public Improvements (or the applicable portion thereof) unless and until Developer provides the "as-built" or record drawings or plans to City for all such Public Improvements (or the applicable portion thereof). The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

10. **Warranty and Guaranty.** Developer warrants and guarantees all the Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Public Improvements, for a period of one (1) year following completion of the work and acceptance by City ("**Warranty**"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise materially unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty period shall be at the sole cost and expense of Developer, and shall not be eligible for reimbursement. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer hereby agree to provide a warranty for a one (1) year period following City acceptance of the repaired, replaced, or reconstructed Public Improvements. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. **Reimbursement.**

11.1 The City Engineer has determined that the total cost of the Public Improvements that are eligible for reimbursement are estimated to be Fifteen Million Seven Hundred Nine Thousand One Hundred dollars (\$15,709,100) ("**Estimated Costs**"). The Estimated Costs shall be subject to adjustment based on the final accepted and approved "as-built" plans and specifications and the review of actual cost documentation by the City Engineer upon the final acceptance of the Public Improvements by the City ("**Actual Cost**").

11.2 Developer shall be reimbursed for the Actual Cost that the Developer incurs to construct the Public Improvements pursuant to the procedure set forth in this section.

11.3 **Reasonable Soft Costs.** City Engineer shall, in his or her reasonable discretion, determine the amount of reasonable soft costs eligible for reimbursement. Such amounts may include

professional engineering and design services, construction management, soils testing, permits, plan check fees, and inspections, but shall not include interest or attorneys' fees. For soft costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such soft costs are specifically attributable to the specified Public Improvements for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by City in writing. The total amount of the soft costs shall not exceed twenty-five percent (25%) of the construction costs. Any soft costs incurred by Developer in excess of such twenty-five percent (25%) of the construction costs, as approved by the City Engineer shall be the sole responsibility of Developer. Additionally, City Engineer may, in his or her reasonable discretion, reduce or disallow reimbursement for any costs he finds excessive or unreasonable.

11.4 Developer may submit to the City payment requests during the course of construction based on completed work. Developer shall provide documentation supporting each payment request, including but not limited to progress reports, material receipts, and any other relevant documentation requested by City.

11.5 City shall, within ten (10) days after the submittal of such payment request, review and approve the invoice or deliver to Developer a request for revisions to such invoice along with a detailed explanation of the reasons for such request for revision. City may extend this review for a period not to exceed an additional ten (10) days if more time is reasonably needed in light of the submittal. In the event of the delivery by City to Developer of a request for revision, Developer, City and the applicable contractor shall then promptly cooperate to revise and resubmit such invoice, as appropriate, and City shall then, within five (5) days after the resubmittal of such invoice, review and approve the invoice or deliver to Developer an additional request for revisions to such invoice along with a detailed explanation of the reasons for such request for revision. Such process shall continue until the invoice is approved by the City and, thereafter, the City shall provide payment of the invoice to Developer within five (5) days after such approval. City's review of invoices hereunder shall be conducted in good faith and City's approval shall not be unreasonably withheld, conditioned, or delayed.

11.6 The City shall retain five percent (5%) of each progress payment as retention until final completion and acceptance of the Public Improvements by the City. The retention amount shall serve as security for the satisfactory completion of all obligations under this contract, including rectification of defects and outstanding workmanship prior to the final acceptance of Public Improvements. Acceptance of the Public Improvements shall be subject to the procedures in Section 9 of this Agreement.

11.7 Final Payment. City shall reimburse the remaining balance of the Actual Costs to Developer, including any withheld amounts, upon satisfaction of the following:

11.7.1 Completion of Construction. Developer shall have completed the construction of the Public Improvements acceptable to City, and thirty (30) days have elapsed since notices of completion have been recorded in relation to the Public Improvements, in accordance with California Civil Code Sections 9204 and/or 8182 (as applicable). The purpose of this provision is to ensure that the Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project a public work other than the Public Improvements.

11.7.2 Submission of Documents. Developer shall have made full and complete payment of all undisputed claims for work performed on the Public Improvements, or in the event of a dispute between Developer and the General Contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice, and Developer shall have submitted and City shall have approved a written request for the

reimbursement, including copies of all bills and/or invoices evidencing the costs of constructing the Public Improvements actually incurred by Developer and any other documents reasonably required by City.

11.7.3 As-Built Drawings. Pursuant to Section 9, Developer shall have submitted final as-built drawings for the Public Improvements to City Engineer.

11.7.4 Acceptance of Required Public Improvements by City. The City Council shall have accepted title to the Public Improvements.

11.8 No Default. Developer shall not be in default in any of its obligations under the terms of this Agreement, and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

11.9 City Ability to Reimburse. The City represents and warrants that it has the financial ability and means to pay all reimbursements described in this Agreement. The City further warrants that it has allocated sufficient funds and identified future funding sources and obtained all necessary approvals to fulfill its payment obligations under this Agreement.

12. Assignment. Prior to completion of the Public Improvements, Developer may assign this Agreement to a third party ("**Assignment**"), subject to the approval of City's Director of Development Services ("**Director**") in his/her reasonable discretion. If Developer desires to assign this Agreement, Developer shall provide detailed information as to the proposed assignee ("**Assignee**") as requested by City including but not limited, evidence of Assignee's right to acquire the subject property, its background and financial information evidencing the ability of Assignee to complete the Public Improvements. Any assignment of this Agreement shall not release the assignor.

13. Default; Notice; Remedies.

13.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("**Notice of Default**"). Developer shall substantially commence the work required to remedy the default or violation within five (5) business days after its receipt of the Notice of Default, or such longer period as is reasonably necessary to substantially commence such remedial work. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice of Default verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice of Default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs or expenses, as provided for in Section 15 of this Agreement.

13.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 13.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Public Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

13.3 Other Remedies. No action by City pursuant to this Section 13 shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

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

15. Miscellaneous.

15.1 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.2 Authority to Enter Agreement. Each person executing this Agreement on behalf of Developer represents and warrants that he or she has the legal power, right and authority to execute this Agreement on behalf of Developer and that this Agreement is binding upon Developer.

15.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any person shall be in writing and either served personally, communicated electronic mail (with a receipt requested), or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: Hye Jin Lee, P.E.
Director of Public Works
Email: hjlee@cityofchino.org

With Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.
Email: fgalante@awattorneys.com

To Developer: Euclid Land Venture, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Blvd., Suite 100
Newport Beach, California 92660
Attn: Jeff Johnston
Email: jjohnston@redallc.com

With Copy To:

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, California 92614
Email: mfogt@allenmatkins.com

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

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

15.6 Amendment; Modification. No supplement, modification, or amend-mint of this Agreement shall be binding unless executed in writing and executed by both Parties.

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

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

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

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

15.11 Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California.

15.12 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.14 City Officers and Employees. No officer or employee of City shall be personally liable to Developer or any successors in interest in the event of any default or breach by City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to City or

any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to City or their successors in interest or for breach of any obligation of the terms of this Agreement.

15.15 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

15.16 Attorneys' Fees. Notwithstanding the provisions of Section 14 above, in the event of any litigation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation

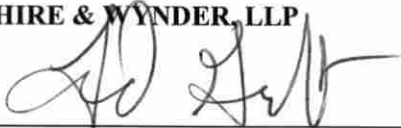
15.17 Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Location Map
Exhibit B	Conditions of Approval
Exhibit C	Public Improvements
Exhibit D	Schedule of Performance
Exhibit E	Estimated Costs

[SIGNATURES ON FOLLOWING PAGE]

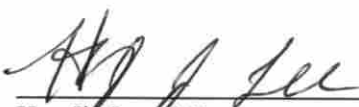
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Fred Galante
City Attorney

APPROVED AS TO CONTENT:




Hye Jin Lee, P.E.
Director of Public Works

EUCLID LAND VENTURE, LLC,
a Delaware limited liability company:

By: RBV Euclid, LLC,
a Delaware limited liability company,
its managing member

By: REDA Bascom Ventures, LLC,
a Delaware limited liability company,
its managing member

By: Real Estate Development Associates, LLC,
a California limited liability company,
its administrative member

By: 

Carl W. Goltermann
Authorized Signatory


CITY OF CHINO



Dr. Linda Reich
City Manager

Dated: 7-31-24

ATTEST:

By: 

Natalie Gonzaga
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

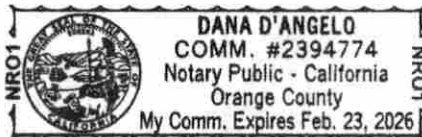
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On 7-26-24 before me, DANA D'ANGELO, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared CARL W. GOLTERMAN
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

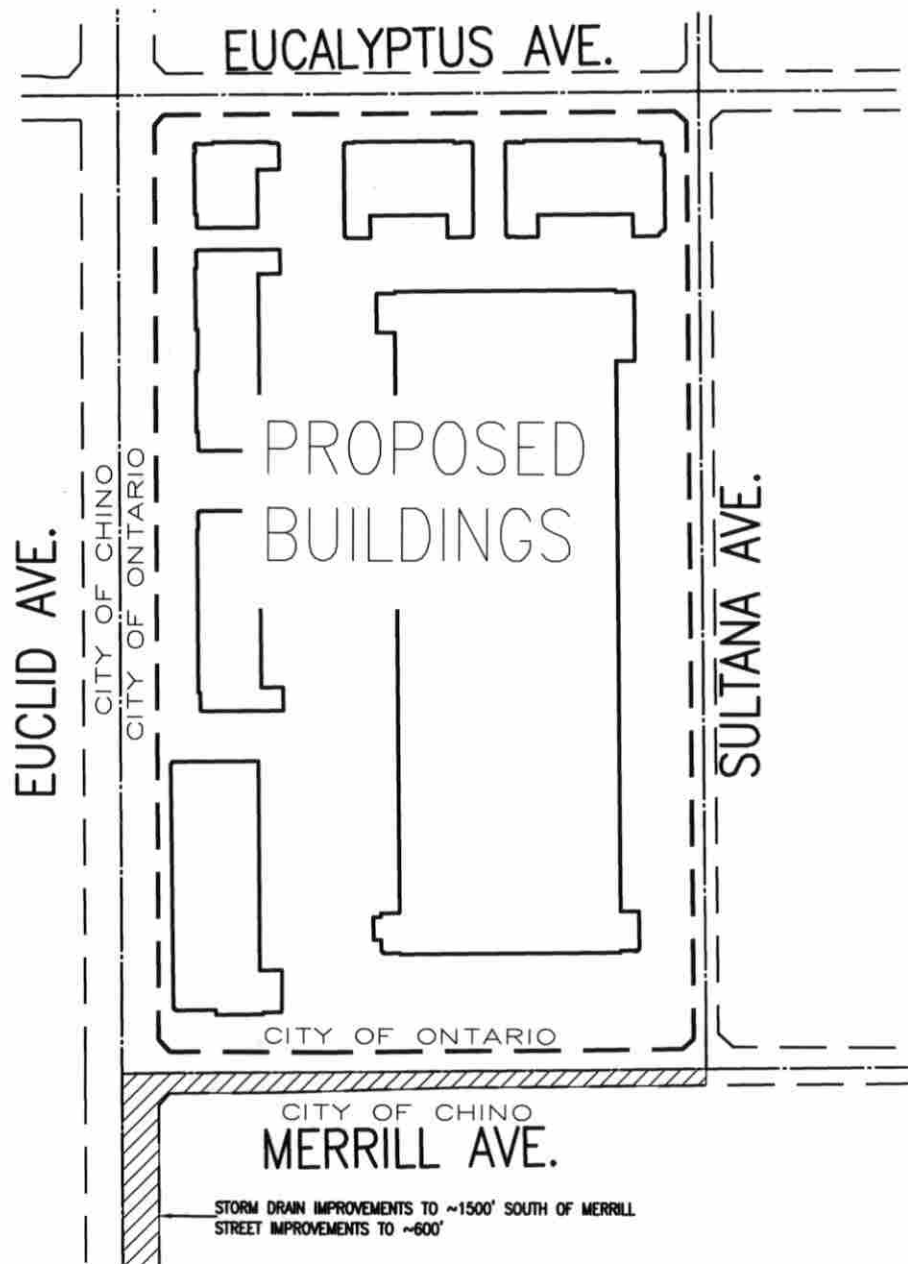
EXHIBIT A

LOCATION MAP

[ATTACHED]

EXHIBIT "A"

ORBP



LEGEND:

— — —	PROPERTY BOUNDARY
— — —	STREET RIGHT OF WAY
— — —	STREET CENTERLINE
▨	STREET WIDENING & STORM DRAIN WORK WITHIN CHINO CITY LIMITS

WestLAND

Group, Inc. Engineering • Geospatial • Land Planning

4150 CONCOURS, ONTARIO, CA 91764

PHONE: (909) 989-9789 FAX: (909) 989-9660

⊕ N.T.S.

Ontario Ranch Business Park Specific Plan

DATE: 06/17/2022

EXHIBIT B

CONDITIONS OF APPROVAL

[ATTACHED]

EXHIBIT "E"
TO THE DEVELOPMENT AGREEMENT

DESCRIPTION OF REQUIRED IMPROVEMENTS

1. OWNER shall design, construct, and complete the following Improvements, Potable Water (WT), Storm Drain (SD), Streets (ST), Sewer (SW), Recycled Water (RW), and Fiber Optics (FO), as described, prior to OWNER's request for final occupancy of the first building:
 - a. WT on Euclid Avenue between Eucalyptus Avenue and Merrill Avenue (Local Water DIF Project WT-011).
 - b. WT on Sultana Avenue between Eucalyptus Avenue and Merrill Avenue.
 - c. WT on Eucalyptus Avenue between Euclid Avenue and Grove Avenue (Local Water DIF Project WT-011).
 - d. WT on Eucalyptus Avenue between Grove Avenue and Carpenter Avenue (*Regional Water DIF Project, portion of Phase 2A Water*).
 - e. WT on Merrill Avenue between Euclid Avenue and Walker Avenue (Local Water DIF Project WT-011).
 - f. WT on Walker Avenue between Eucalyptus Avenue and Merrill Avenue (Local Water DIF Project WT-011).
 - g. SD onsite detention shall be designed, constructed, and completed by OWNER prior to issuance of the first building permit. However, OWNER is eligible to request from CITY a grading permit prior to the completion of the SD onsite detention.
 - h. OWNER shall contribute to the construction of the ultimate Euclid Avenue SD connection, south of Merrill Avenue. OWNER shall participate in funding the construction of the ultimate Euclid Avenue SD connection, south of Merrill Avenue. OWNER shall pay the CITY within thirty (30) days of the execution of the Agreement, in the amount of Two Million Four Hundred Forty Six Thousand One Hundred Ninety One Dollars (\$2,446,191) in recognition of OWNER's contribution to the ultimate Euclid Avenue SD connection south of Merrill Avenue. Upon OWNER's full and complete payment to CITY, the CITY shall issue a Certificate of DIF Credit in the Regional Storm Drain Category equal to the contribution amount

paid to the CITY. Such Regional Storm Drain Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. OWNER shall also mitigate flooding of existing storm drain facilities downstream of the Project site, in the City of Chino, caused by the Project, to the satisfaction and approval of the City of Chino and the City Engineer.

- i. SD on Euclid Avenue from Eucalyptus Avenue to Merrill Avenue.
- j. SD on Eucalyptus Avenue between Euclid Avenue and Sultana Avenue.
- k. SD on Sultana Avenue between Eucalyptus Avenue and Merrill Avenue.
- l. SD on Merrill Avenue between Euclid Avenue and Sultana Avenue.
- m. As part of the SD improvements the OWNER shall be responsible for the Plan and Profile drawings of the ultimate SD improvements downstream on Euclid Avenue from Merrill Avenue to the ultimate point of connection south to Pine Avenue, in the City of Chino, to the satisfaction of the City Engineer.
- n. SD bleeder line or alternative interim connection at the discretion of the City on Euclid Ave south of Merrill Ave. This shall connect to the SD on Merrill Ave between Euclid Ave and Sultana Avenue.
- o. Two (2) Debris Separation Baffle Boxes at the intersections of Euclid Avenue and Merrill Avenue.
- p. Full half ST improvements on the south half and circulation lane improvements on the north half of Eucalyptus Avenue from Euclid Avenue to Sultana Avenue.
- q. Full half ST improvements on both sides of Merrill Avenue between Euclid Avenue and Sultana Avenue.
- r. Full half ST improvements on Euclid Avenue between Eucalyptus Avenue and Merrill Avenue.
- s. Full half ST improvements on the west side and circulation lane improvements on the east side of Sultana Avenue between Eucalyptus Avenue and Merrill Avenue.

- t. Modifications to existing traffic signals at intersections of Euclid/Eucalyptus Avenues and Euclid/Merrill Avenues.
 - u. Bus rapid transit (BRT) improvements along Euclid Avenue.
 - v. Traffic Signal at Sultana/Eucalyptus Avenues.
 - w. Traffic Signal at Sultana/Merrill Avenues.
 - x. SW (Western Trunk Sewer) in Euclid Avenue (or through the Chino Airport) between Kimball Avenue and Merrill Avenue (Regional Sewer DIF Project SW-002).
 - y. SW (Western Trunk Sewer) on Merrill Avenue between Euclid Avenue and Sultana Avenue (Regional Sewer DIF Project SW-002).
 - z. SW in Euclid Avenue between Merrill Avenue and Eucalyptus Avenue (Local Sewer DIF Project SW-011).
 - aa. SW in Sultana Avenue between Merrill Avenue and Eucalyptus Avenue.
 - bb. RW in Euclid Avenue between IEUA point of connection on Eucalyptus Avenue and Merrill Avenue.
 - cc. RW in Merrill Avenue between Euclid Avenue and Sultana Avenue.
 - dd. RW in Sultana Avenue between Merrill Avenue and IEUA point of connection on Eucalyptus Avenue.
 - ee. FO on Eucalyptus Avenue between Euclid Avenue and Sultana Avenue.
 - ff. FO on Euclid Avenue between Eucalyptus Avenue and Merrill Avenue.
 - gg. FO on Merrill Avenue between Euclid Avenue and Sultana Avenue.
2. CITY shall design, construct, and complete the Phase 2 Water (WT) Improvements and Interim Chino Avenue Loop. The Phase 2 Water Improvements will be constructed by the CITY in phases, with the initial improvements, designated as Phase 2A Water Improvements, Interim Chino Avenue Loop, and Phase 2B Water Improvements as described below.

- a. Phase 2A Water Improvements shall consist of the following:
 - i. WT on Grove Avenue between Eucalyptus Avenue and Chino Avenue (Regional Water DIF Project WT-010).
- b. Interim Chino Avenue Loop shall consist of the following:
 - i. WT on Chino Avenue between Cucamonga Channel and Grove Avenue, which will provide the second point of connection from the 1010 Pressure Zone (Local Water DIF Project WT-009).
 - ii. Pressure Reducing Station at Grove Avenue and Chino Avenue, which will provide the second point of connection from 1010 Pressure Zone (Future Local Water DIF Project WT-009).

OWNER shall pay one hundred percent (100%) of the costs to construct the Phase 2A Improvements and the Interim Chino Avenue Loop, within forty-five (45) days prior to the CITY's award of contract, and such payment shall be the "Phase 2A Water Payment". The costs in the foregoing sentence shall equal the actual bid amount of the awarded contracts for the work, plus fifteen percent (15%). Upon OWNER's full and complete payment to CITY, the CITY shall issue a Certificate of DIF Credit in the Regional Water Category and/or the Local Adjacent Water Category, as appropriate. Each DIF Water Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment.

- c. Phase 2B Water Improvements shall consist of the following:
 - i. WT on Francis Street between Grove Avenue and Bon View Avenue (Regional Water DIF Project WT-010).
 - ii. WT on Bon View Avenue between Francis Street and the Bon View Reservoir Site (Regional Water DIF Project WT-010).
 - iii. WT – Nine (9) Million Gallon reservoir at Bon View Reservoir Site (Regional Water DIF Project WT-014).
 - iv. WT – Two (2) Groundwater Production Wells in vicinity of Bon View Reservoir Site (Regional Water DIF Project WT-007).

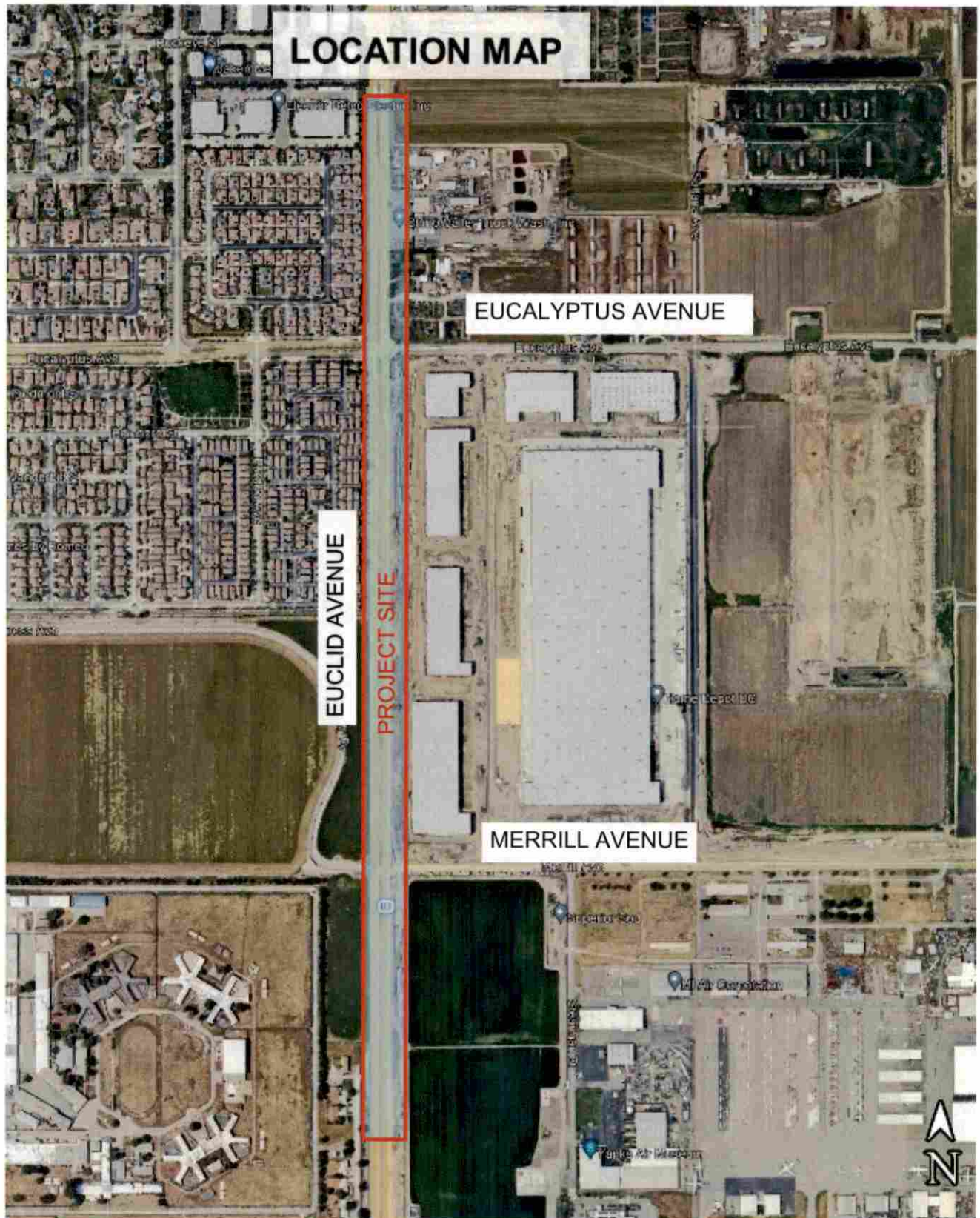
- v. WT on Grove Avenue between Chino Avenue and Francis Street (Regional Water DIF Project WT-010). The final design and alignment north of Riverside Drive is subject to change at the reasonable discretion of the CITY.

The Phase 2B Water Improvements will be constructed by the CITY and funded by future developers. In recognition of OWNER's payment towards funding one hundred percent (100%) of the Phase 2A Water Improvements and Interim Chino Avenue Loop, the OWNER's obligation to participate in the funding of the Phase 2B Water Improvements shall not be required for the Property. CITY and OWNER mutually agree and understand, that with completion of Phase 2A and the Interim Chino Avenue Loop, the project will be utilizing interim water supply and storage capacity from the 1010' Pressure Zone and that other developers will be required to participate in the funding of future Phase 2 Water Improvements to support the permanent water supply and storage needs of future development within Ontario Ranch.

EXHIBIT C

PUBLIC IMPROVEMENTS





[ATTACHED]

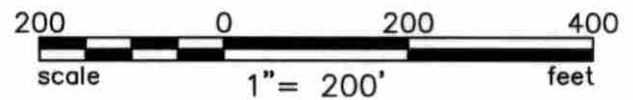
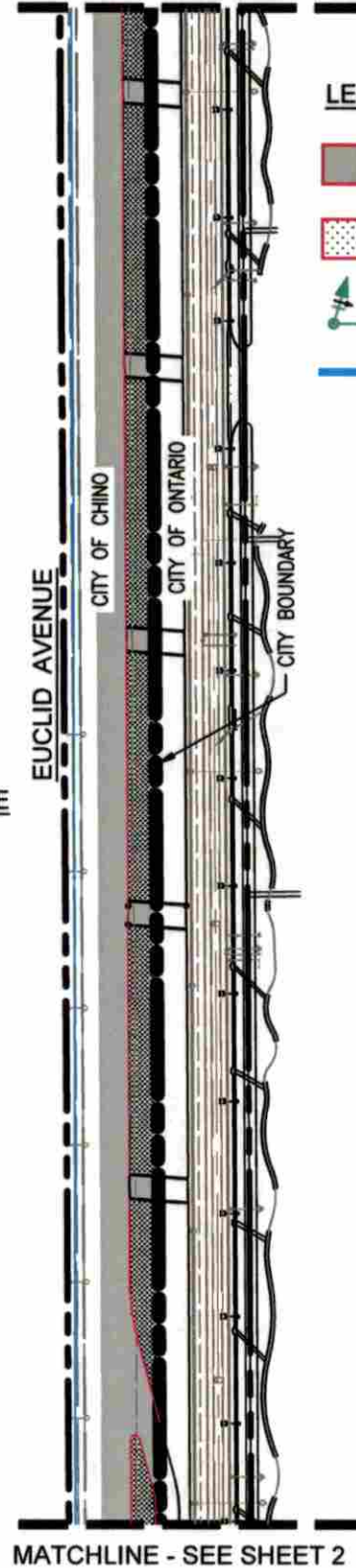
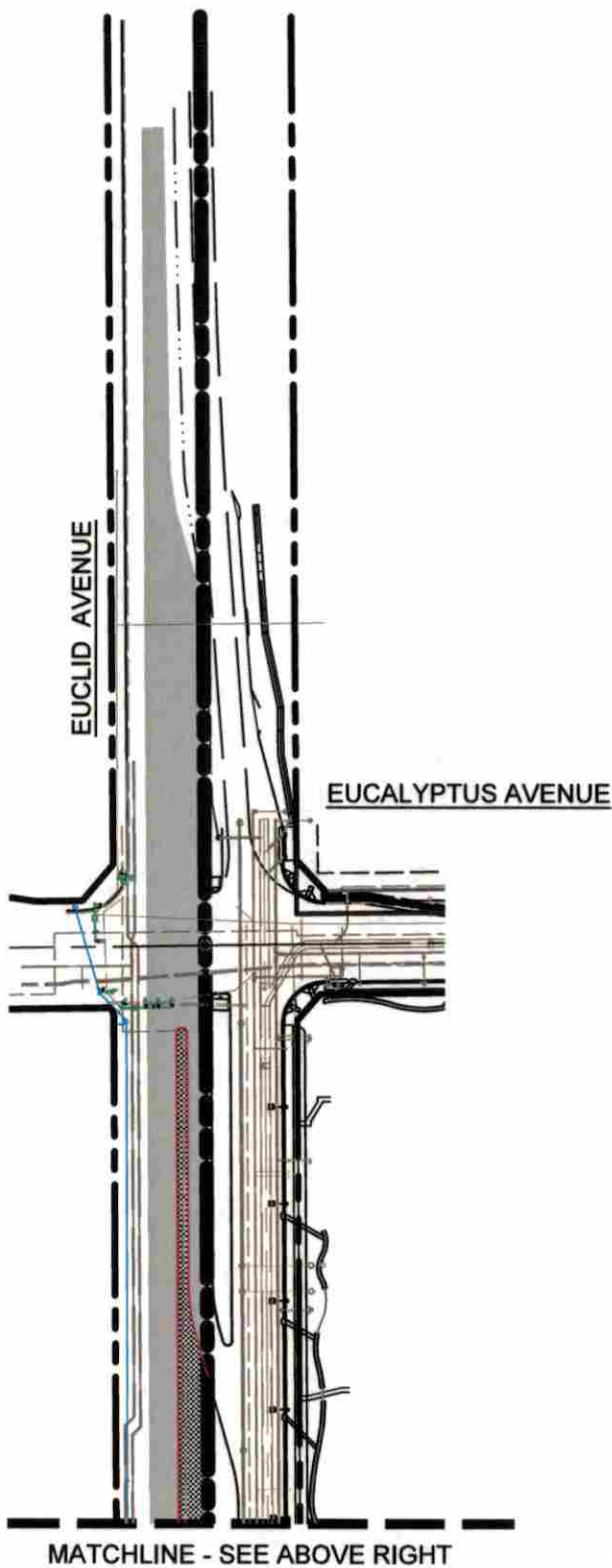


INFRASTRUCTURE EXHIBIT CITY OF CHINO

MATCHLINE - SEE BELOW LEFT

LEGEND

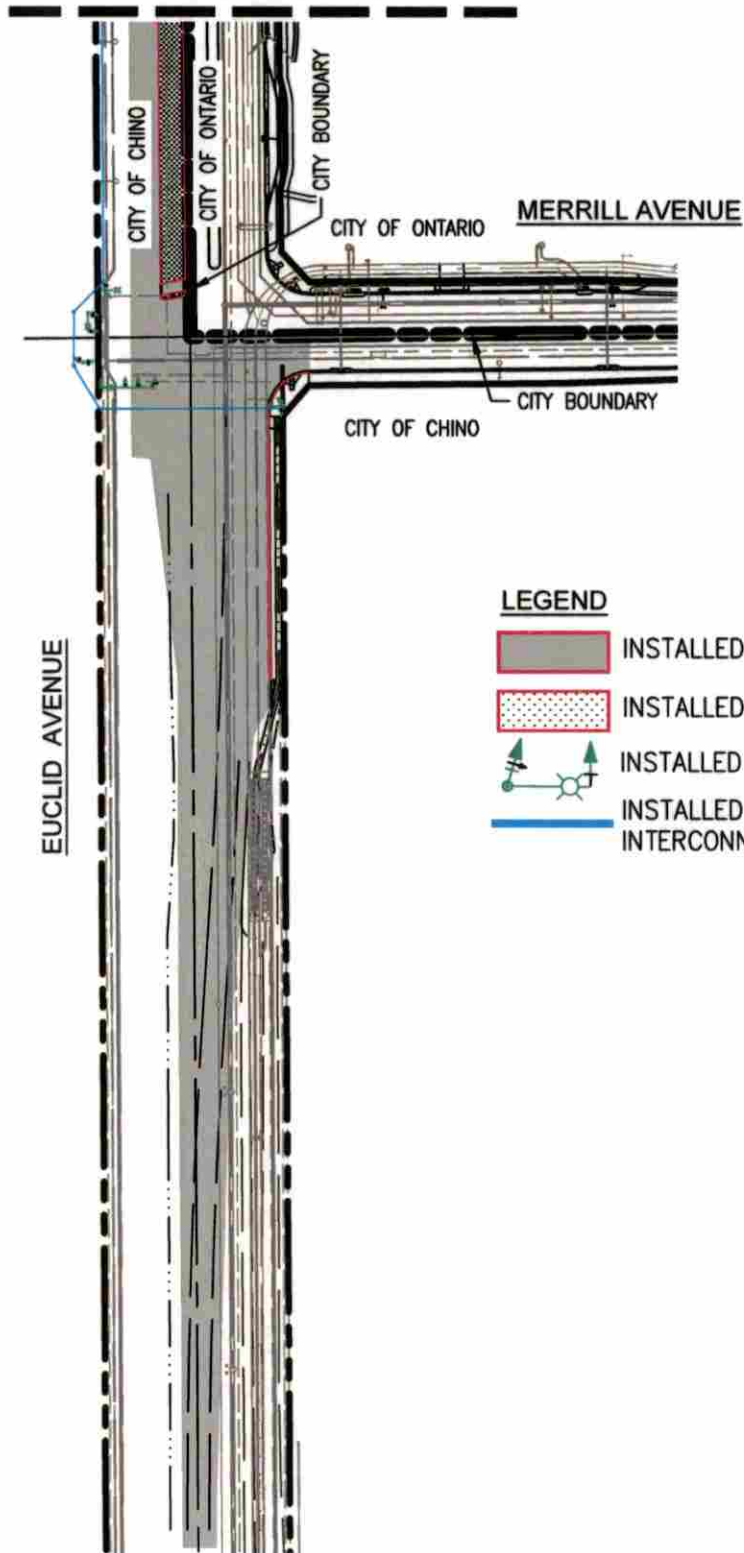
-  INSTALLED PUBLIC STREET
-  INSTALLED LANDSCAPE
-  INSTALLED TRAFFIC LIGHTS
-  INSTALLED TRAFFIC SIGNAL INTERCONNECT

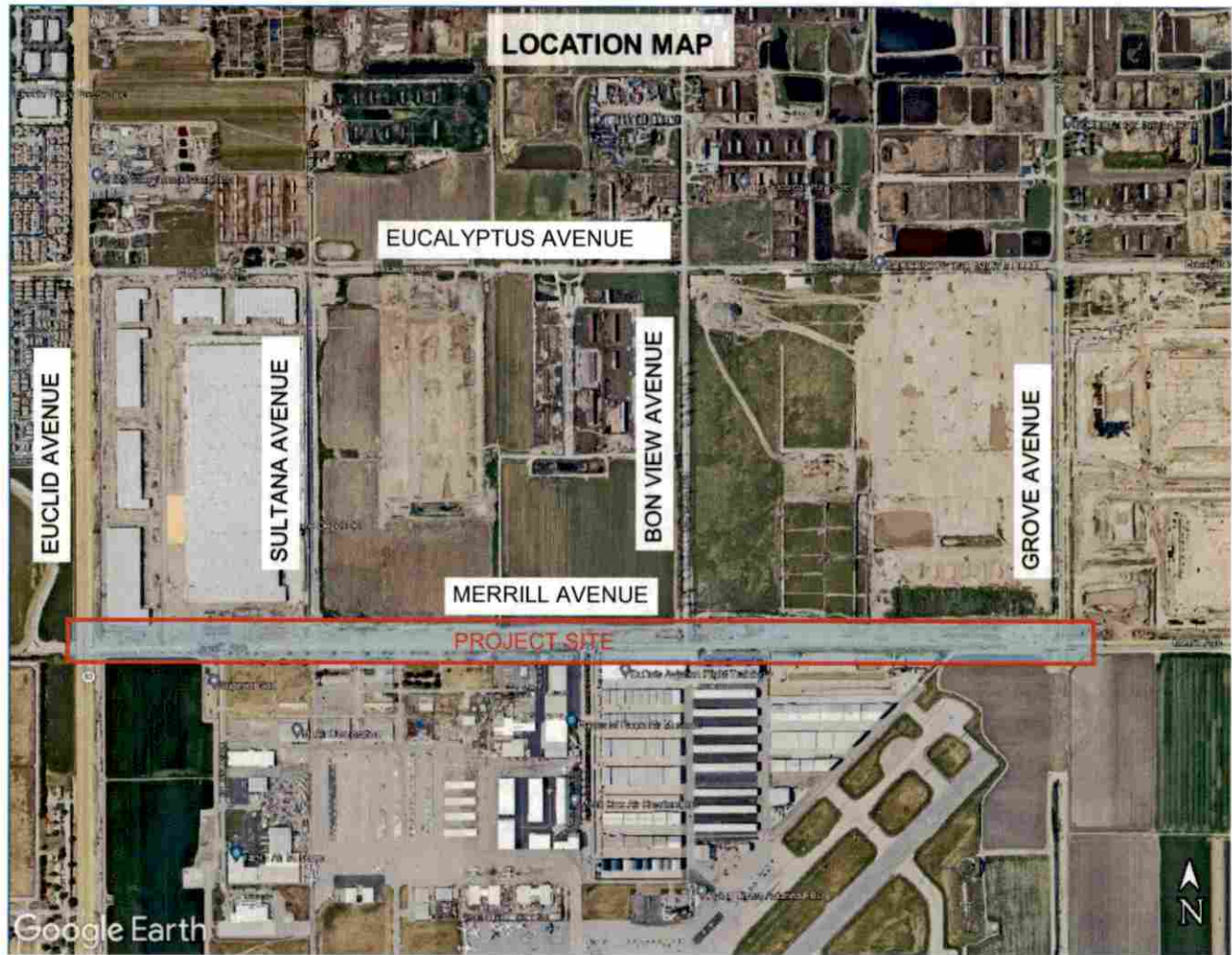


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PHONE: (909) 989-9789 FAX: (909) 989-9660

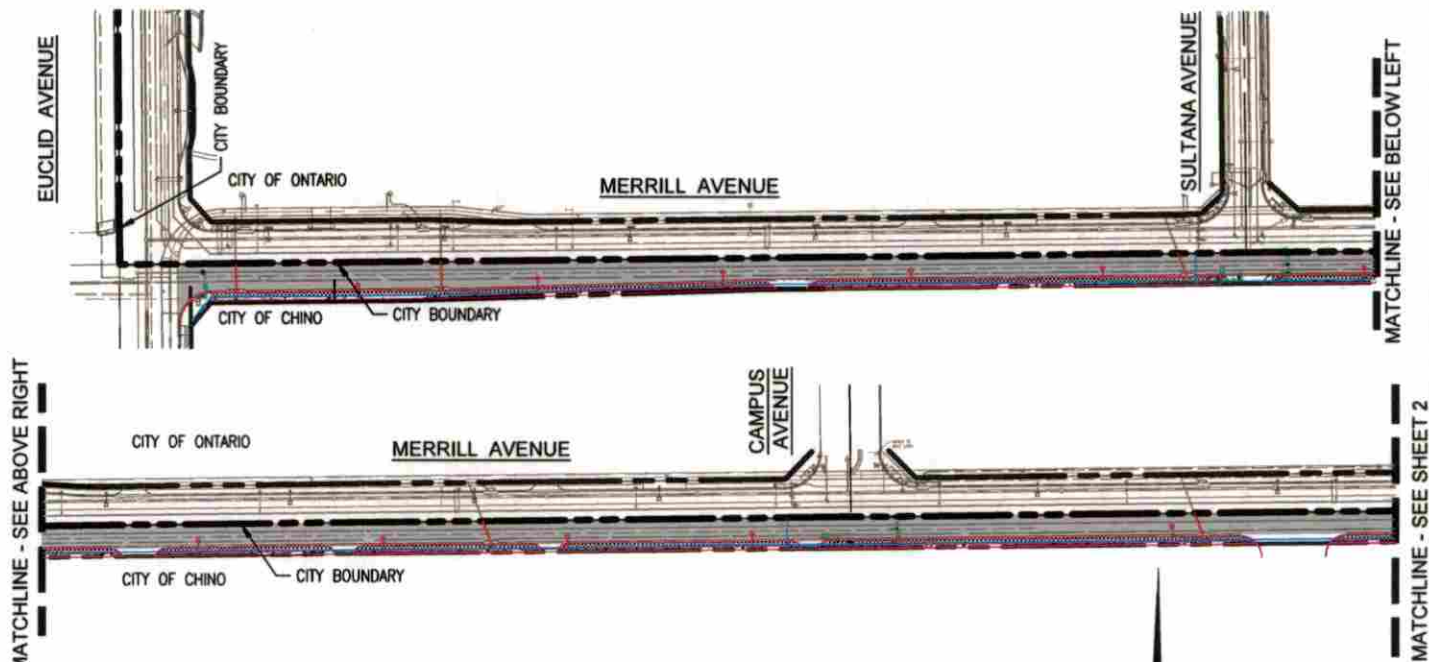
MATCHLINE - SEE SHEET 1





C-5

INFRASTRUCTURE EXHIBIT
CITY OF CHINO



LEGEND

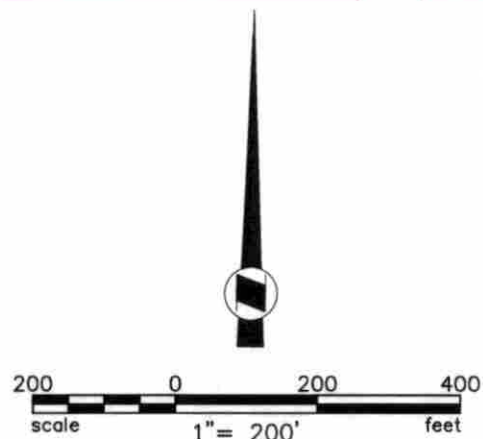
- INSTALLED STORM DRAIN
- INSTALLED TRAFFIC SIGNAL INTERCONNECT

- INSTALLED PUBLIC STREET
- INSTALLED SIDEWALK
- INSTALLED LANDSCAPE
- INSTALLED TRAFFIC LIGHTS
- INSTALLED STREET LIGHTS

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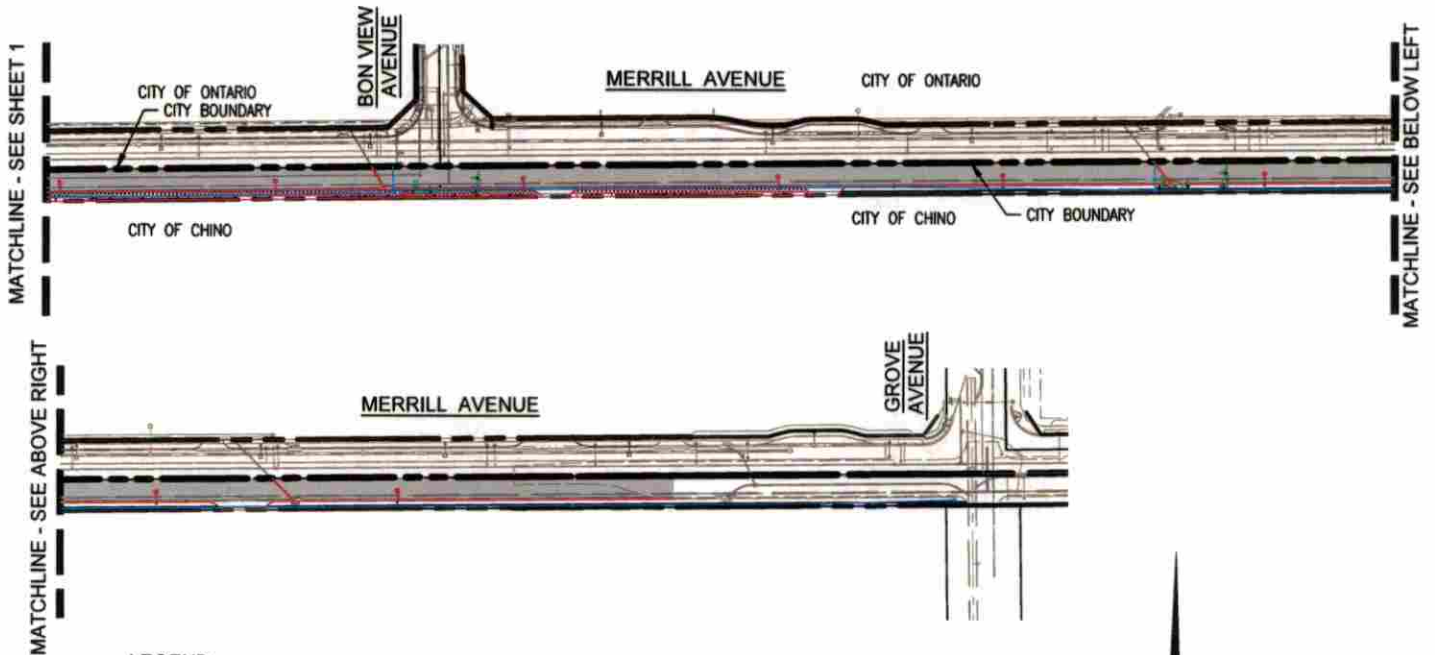
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660



SHEET 1 OF 2

C-6

INFRASTRUCTURE EXHIBIT
CITY OF CHINO



LEGEND

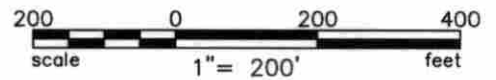
— INSTALLED STORM DRAIN
— INSTALLED TRAFFIC SIGNAL
INTERCONNECT

- INSTALLED PUBLIC STREET
- INSTALLED SIDEWALK
- INSTALLED LANDSCAPE
- INSTALLED TRAFFIC LIGHTS
- INSTALLED STREET LIGHTS

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PHONE: (909) 989-9789 FAX: (909) 989-9660



SHEET 2 OF 2

EXHIBIT D

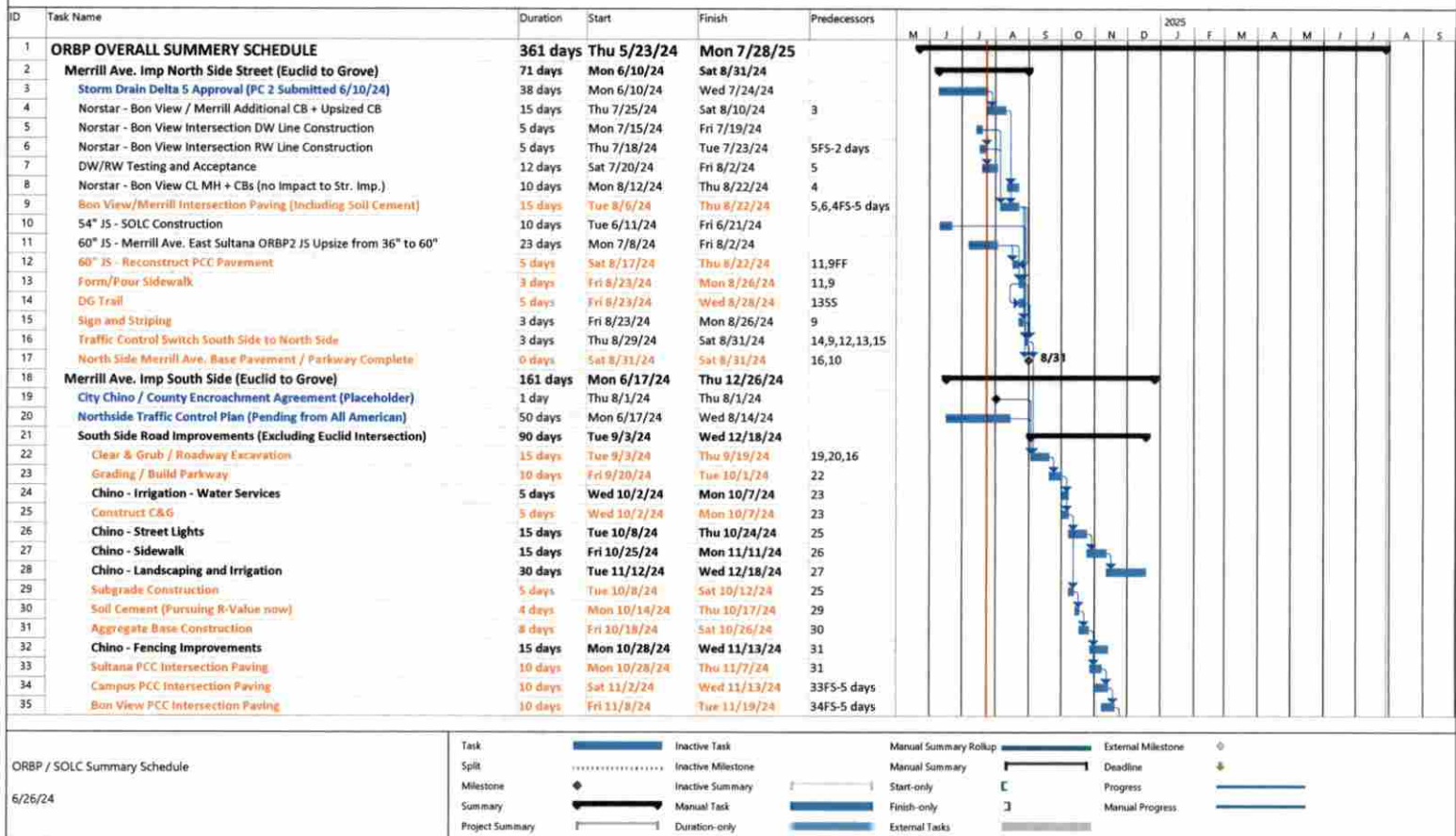
SCHEDULE OF PERFORMANCE

[ATTACHED]

D-1

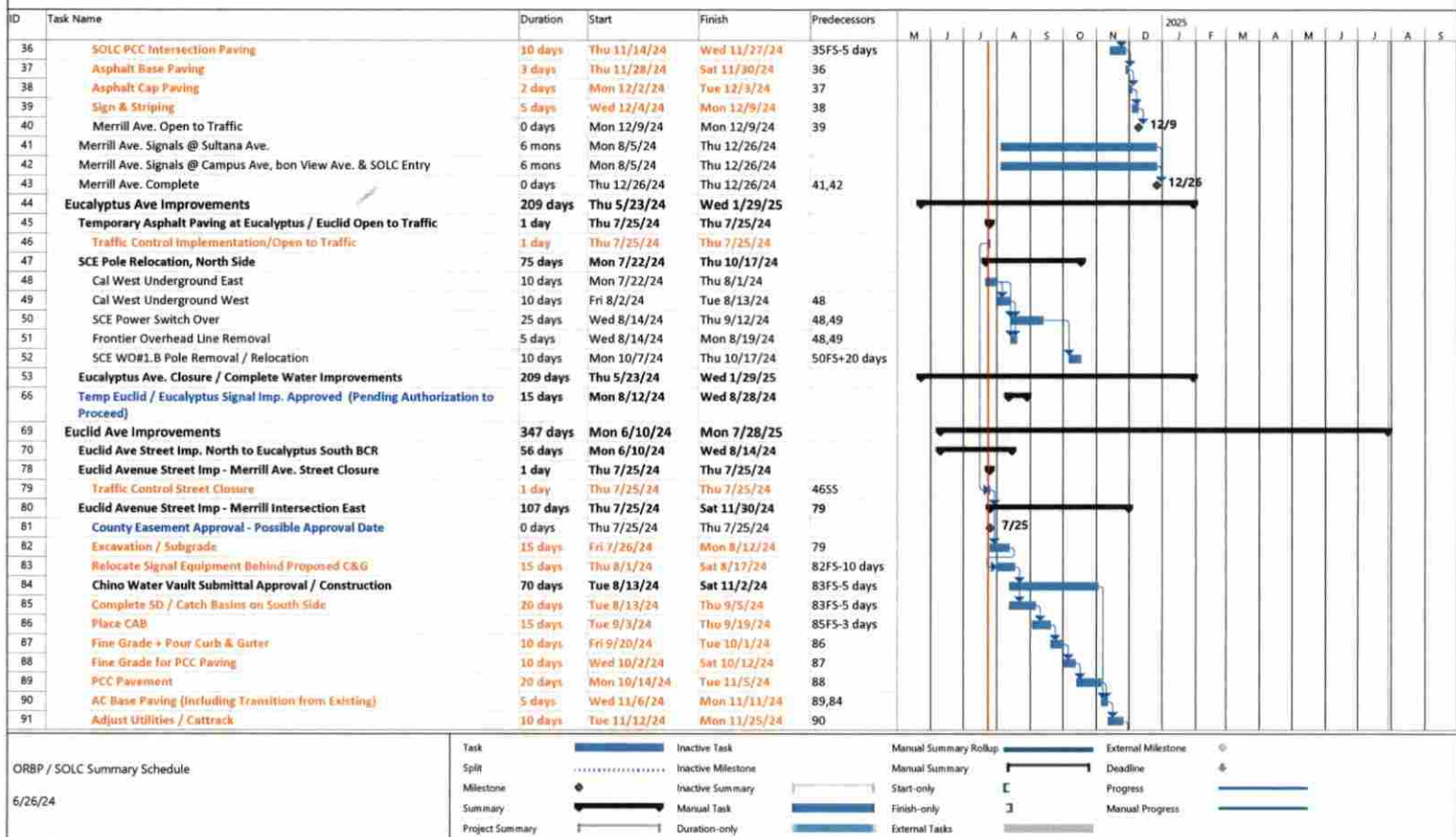
ORBP

Offsite Improvements Schedule



ORBP

Offsite Improvements Schedule



D-3

ORBP

Offsite Improvements Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	M	J	J	A	S	O	N	D	2025	J	F	M	A	M	J	J	A	S
92	Striping & Signage	5 days	Tue 11/26/24	Sat 11/30/24	91																		
93	Complete Intersection Ready to Open Full Intersection	0 days	Sat 11/30/24	Sat 11/30/24	92																		
94	Reopen Merrill Ave. at Euclid Ave. for Eucalyptus Closure	2 days	Mon 12/2/24	Tue 12/3/24																			
95	Traffic Control Implementation	2 days	Mon 12/2/24	Tue 12/3/24	93																		
96	Euclid Avenue Street Improvements - Median / Eucalyptus Intersection Completion	97 days	Thu 1/30/25	Fri 5/23/25																			
110	Signal Improvements @ Eucalyptus	6 mons	Mon 7/29/24	Wed 12/18/24																			
111	Signal Improvements @ Merrill	6 mons	Mon 7/29/24	Wed 12/18/24																			
112	Euclid Avenue Street Improvements - Merrill Intersection Completion	72 days	Mon 5/5/25	Mon 7/28/25																			

ORBP / SOLC Summary Schedule

6/26/24

Task		Inactive Task	Manual Summary Rollup		External Milestone	
Split		Inactive Milestone	Manual Summary		Deadline	
Milestone		Inactive Summary	Start-only		Progress	
Summary		Manual Task	Finish-only		Manual Progress	
Project Summary		Duration-only	External Tasks			

EXHIBIT E

ESTIMATED COSTS

[ATTACHED]



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Sara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
	CY	Concrete Removal	\$ 325.00	\$ -
5328	CY	AC Pavement Removal	\$ 100.00	\$ 532,800.00
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
103700	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ 103,700.00
5880	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ 152,880.00
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ -
	LF	PCC Curb Only	\$ 20.00	\$ -
2330	LF	8" A.C. Berm	\$ 20.00	\$ 46,600.00
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
26405	SF	4" PCC Sidewalk	\$ 5.80	\$ 153,149.00
6421	SF	6" PCC Thick Drive Approach on 6" AB	\$ 12.50	\$ 80,262.50
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Street Sign and Post	\$ 475.00	\$ -
9	EA	Traffic Sign and Post	\$ 400.00	\$ 3,600.00
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	EA	Painted Legend	\$ 6.50	\$ -
67233	SF	PCC Pavement	\$ 5.00	\$ 336,165.00
	TON	AC Variable - <300T	\$ 130.00	\$ -
4317	TON	AC Variable - >300T	\$ 120.00	\$ 518,040.00
	TON	CAB Variable - <300T	\$ 100.00	\$ -
7159	TON	5	\$ 90.00	\$ 644,310.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
 LOCATION : Merrill Avenue - Euclid to Grove
 By: Sara MacKinney
 DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
6	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ 5,700.00
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
9	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ 4,725.00
19	EA	Street Light (City Owner)	\$ 7,700.00	\$ 146,300.00
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
	LF	Signing & Striping for		
		Arterial	\$ 19.00	\$ -
		Collector	\$ 13.00	\$ -
		Local	\$ 7.00	\$ -
5	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ 1,750,000.00
	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ -
	LF	Chain Link Fence		
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 44.00	\$ -
		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: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

STREETS				
28919	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ 433,785.00
	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	\$ -
5	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 20,000.00
22	EA	Traffic Signal Loops	\$ 600.00	\$ 13,200.00
7080	LF	SIGNAL INTERCONNECT CONDUIT & CABLE	\$20.00	\$ 141,600.00

STREETS				
		STREET SUBTOTAL		\$ 5,086,816.50
	LS	Mobilization (5% of Construction Cost)	5%	\$ 254,340.83
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 254,340.83
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 254,340.83
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 254,340.83
GRAND TOTAL STREETS ONLY				\$ 6,104,179.80



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL WATER ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL RECYCLED WATER ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" 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				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

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	\$ -
7	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ 69,650.00
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
306	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ 61,200.00
	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: PM-20016
LOCATION : Merrill Avenue - Euclid to Grove
By: Siara MacKinney
DATE: 7/23/2024

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		\$ 130,850.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 6,542.50
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 6,542.50
GRAND TOTAL STORM DRAIN ONLY				\$ 143,935.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
 LOCATION : Merrill Avenue - Euclid to Grove
 By: Sara MacKinney
 DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 6,104,179.80
		GRAND TOTAL WATER ONLY		\$ -
		GRAND TOTAL RECYCLED WATER ONLY		\$ -
		GRAND TOTAL SEWER ONLY		\$ -
		GRAND TOTAL STORM DRAIN ONLY		\$ 143,935.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 6,248,114.80

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 624,811.48
		<i>Construction Staking</i>	3%	\$ 187,443.44
		<i>Soils Testing</i>	1%	\$ 62,481.15
		<i>Material Testing</i>	1%	\$ 62,481.15
		<i>Construction Inspection</i>	4.8%	\$ 299,909.51
		<i>Contract Administration</i>	1%	\$ 62,481.15
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 7,547,722.68



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
 LOCATION : Merrill Avenue - Euclid to Grove
 By: Siara MacKinney
 DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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BY ENGINEER

Prepared By:

Siara R. MacKinney

R.C.E. Number:

85559

Expiration:

9/30/24



Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 7,547,700.00
Labor & Material Bond (50% of Construction Cost)	\$ 3,773,900.00
Warranty Bond (10% of Construction Cost)	\$ 754,800.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Siera MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
	CY	Concrete Removal	\$ 325.00	\$ -
3090	CY	AC Pavement Removal	\$ 100.00	\$ 309,000.00
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
242566	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ 242,566.00
357	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ 9,282.00
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ -
3326	LF	PCC Curb Only	\$ 20.00	\$ 66,520.00
	LF	8" A.C. Berm	\$ 20.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
	SF	4" PCC Sidewalk	\$ 5.80	\$ -
	SF	6" PCC Thick Drive Approach on 6" AB	\$ 12.50	\$ -
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	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	\$ -
15487	SF	PCC Pavement	\$ 5.00	\$ 77,435.00
	TON	AC Variable - <300T	\$ 130.00	\$ -
2062	TON	AC Variable - >300T	\$ 120.00	\$ 247,440.00
	TON	CAB Variable - <300T	\$ 100.00	\$ -
4273	TON	CAB Variable - >300T	\$ 90.00	\$ 384,570.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ -
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ -
	EA	Street Light (City Owner)	\$ 7,700.00	\$ -
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
	LF	Signing & Striping for		
		Arterial	\$ 19.00	\$ -
		Collector	\$ 13.00	\$ -
		Local	\$ 7.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
4	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ 300,000.00
	LF	Chain Link Fence		
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 44.00	\$ -
		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: PM-20016
LOCATION : Euclid Avenue
By: Slara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
63731	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ 955,965.00
	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	\$ -
2	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 8,000.00
13	EA	Traffic Signal Loops	\$ 600.00	\$ 7,800.00
3300	LF	SIGNAL INTERCONNECT CONDUIT & CABLE	\$20.00	\$ 66,000.00

STREETS				
		STREET SUBTOTAL		\$ 2,674,578.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 133,728.90
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 133,728.90
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 133,728.90
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 133,728.90
GRAND TOTAL STREETS ONLY				\$ 3,209,493.60



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL WATER ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Slara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL RECYCLED WATER ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" 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				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION: Euclid Avenue
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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: PM-20016
LOCATION : Euclid Avenue
By: Sara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
 LOCATION : Euclid Avenue
 By: Sara MacKinney
 DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 3,209,493.60
		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)		\$ 3,209,493.60

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 320,949.36
		<i>Construction Staking</i>	3%	\$ 96,284.81
		<i>Soils Testing</i>	1%	\$ 32,094.94
		<i>Material Testing</i>	1%	\$ 32,094.94
		<i>Construction Inspection</i>	4.8%	\$ 154,055.69
		<i>Contract Administration</i>	1%	\$ 32,094.94
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 3,877,068.27



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016
LOCATION : Euclid Avenue
By: Siara MacKinney
DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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BY ENGINEER

Prepared By: Siara R. MacKinney
R.C.E. Number: 85559
Expiration: 9/30/24



Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 3,877,100.00
Labor & Material Bond (50% of Construction Cost)	\$ 1,938,500.00
Warranty Bond (10% of Construction Cost)	\$ 387,700.00

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 30, 2024

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

The Ontario Ranch Business Park Project (referred to as REDA) Merrill Avenue Widening, Interconnect, and Euclid Median Improvements.

RECOMMENDATION

1) Create Capital Improvement Project MS253 titled "Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements"; 2) appropriate \$15,709,100 to the Transportation Fund 320; 3) schedule year-end transfers from the following: reserve fund balance for perimeter and circulation enhancements around Chino Airport, primarily along Merrill Avenue, funded by Scannell Properties (FedEx development) reserve account (320-35335), totaling \$4,764,984; Future Improvements deposit account (220-24270) totaling \$3,309,027 for the Euclid Median/Widening; Citywide Circulation (Streets, Signals and Bridges) Development Impact Fee Fund (220) totaling \$2,021,986; and The Preserve Circulation (Streets, Signals and Bridges) Development Impact Fee Fund (260) totaling \$5,613,104; 4) approve a construction reimbursement agreement not to exceed \$15,709,100 between the City and the developer, Euclid Land Venture, LLC, a Delaware limited liability company, for the Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements; 5) approve the Right of Entry Agreement between the City and San Bernardino County to obtain access to certain portions of airport property necessary for constructing the Merrill Avenue public improvements; 6) approve the Memorandum of Understanding between the City and Euclid Land Venture, LLC, a Delaware limited liability company, to transfer the rights under the Right of Entry Agreement to the developer for the construction of the Merrill Avenue Public Improvements; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation to the Transportation Fund 320 in the amount of \$15,709,100. This appropriation has no impact on the General Fund. Scannell Properties (FedEx project) deposited \$5,000,000 with the City as stipulated in Section 2.13.6 of the Development Services Conditions of Approval for Master Site Approval PL16-0719. From this deposit, \$4,764,984 remains and will be allocated to perimeter and circulation improvements around Chino Airport, focusing primarily on Merrill Avenue. Furthermore, developments along the Euclid Avenue corridor north of Merrill Avenue have contributed in-lieu-of-construction fees for the Euclid median and widening enhancements in the amount of \$3,309,027. The City will use these deposits to help cover costs related to improving Euclid Avenue. While the developer's deposits largely fund improvements on Merrill and Euclid Avenues, a shortfall of \$7,635,089 remains. There are sufficient funds in each of the funds and accounts listed below. This deficit will be supplemented by Development Impact Fees ("DIFs"), as summarized on the next page:

CITY COUNCIL MEETING DATE: JULY 30, 2024

TITLE: THE ONTARIO RANCH BUSINESS PARK PROJECT (REFERRED TO AS REDA)
MERRILL AVENUE WIDENING, INTERCONNECT, AND EUCLID MEDIAN IMPROVEMENTS.

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Year-End Backfill Accounts	Amount
Scannell Fed Ex Deposit-320-35335	\$ 4,764,984
Euclid Avenue Developer Deposits-220-242770	\$ 3,309,027
Citywide Circulation DIF- Fund 220	\$ 2,021,986
The Preserve Circulation DIF-Fund 260	\$ 5,613,104
Transportation Fund 320 Appropriation	\$ 15,709,100

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
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.

Expenditure: 3207100-40010-MS253.

Transfer In: 3201000-50001

Transfer Out: 220-24270/2201000-40001/2601000-40001

BACKGROUND

On October 27, 2020, the City of Ontario Planning Commission approved Parcel Map No. 20016. This map consists of seven numbered lots and one lettered lot on approximately 80.653 acres of land, as presented by the Developer, Euclid Land Venture, LLC. The proposed project consists of an industrial / business park to include seven warehouse buildings ranging from 43,400 square feet (sf) to 1,099,000 sf, totaling a maximum development of 1,676,000 sf of warehouse and office uses ("Project"). The Project area is bounded by Eucalyptus Avenue on the north, Sultana Avenue on the east, Merrill Avenue on the south, and Euclid Avenue on the west located in The Ontario Ranch Business Park Specific Plan area (Exhibit A).

As a condition of project approval and under the terms outlined in the existing development agreement between the Developer and the City of Ontario, the Developer is obligated to design and construct certain public improvements along the perimeter of Merrill Avenue. These improvements include but are not limited to, full-width ultimate street improvements on the north side of Merrill Avenue within the Ontario City limits, including curb, gutter, sidewalk, landscaping, and streetlights, as part of the Merrill Avenue widening. The Developer must construct the ultimate improvements on Merrill Avenue to be eligible for reimbursement through Ontario's Development Impact Fee ("DIF") program.

Additionally, the Developer is required to design and construct improvements along the south side of Merrill Avenue within the Chino City limits, adjacent to Chino Airport. The conditioned improvements are limited to the roadway pavement, signing and striping, curb and gutter installations, ADA ramps, and storm drain catch basins. The conditioned improvements did not include sidewalks, landscaping, and streetlights, as these components were not negotiated between the City of Ontario and the Developer as part of the conditions of approval at that time. The estimated cost for the conditioned improvements is \$7,015,250, based on the actual bid, which also includes 10% for project contingencies and 25% for soft costs.

On October 18, 2022, the Developer entered into a Public Improvement Agreement with the City of Chino, providing the necessary securities to ensure timely completion of the conditioned improvements, attached as Exhibit B.

Recently, the Developer and the City of Chino mutually agreed to extend the scope of improvements on Merrill Avenue to include additional improvements. The additional improvements include traffic signal interconnect, sidewalks, landscaping, and streetlights. This decision goes beyond what the City of Ontario required in its conditions of approval for the project. The estimated cost for the additional improvements is \$3,362,838, which also includes 10% for project contingencies and 25% for soft costs. Concurrently, the Developer is finalizing engineering plans for these additional improvements while commencing construction on the initial Merrill Avenue improvements. This coordinated approach aims to prevent project delays, minimize road closures, adhere to the construction schedule, and reduce disruptions to local traffic and the community.

The City received \$5.0 million from the Scannell/Fed-Ex project, earmarked for future enhancements along the Chino Airport perimeter primarily on Merrill Avenue. A portion of these funds were utilized by the City to conduct a comprehensive airport right-of-way survey, critical for implementing full-width improvements on Merrill Avenue. Pending ultimate approval from the

CITY COUNCIL MEETING DATE: JULY 30, 2024

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Federal Aviation Administration ("FAA"), the City plans to acquire the necessary ultimate right-of-way for streets surrounding the airport.

The remaining developer deposit will be allocated towards the additional improvements on Merrill Avenue, specifically for sidewalk construction, landscaping enhancements, and streetlights.

Additionally, under the terms of the development agreement and project approval conditions, the Developer was obligated to design and construct public improvements on Euclid Avenue to mitigate traffic impacts resulting from the Project. This includes the Euclid Median between Merrill and Eucalyptus Avenues, within Chino's jurisdiction.

Over the years, developments along the Euclid Avenue corridor north of Merrill Avenue have contributed in-lieu-of-construction fees for the Euclid median and widening. The City intends to utilize these deposits to offset costs associated with the Euclid Avenue improvements, estimated at \$5,331,013, which includes 10% for project contingencies and 25% for soft costs. While these deposits may not fully cover the City's share of the project costs, City staff plans to include this project in the next DIF Nexus Study update to address remaining funding needs.

As a result, the total estimated cost to the City for the Merrill Avenue and Euclid Avenue Improvements is \$15,709,100. It is imperative for staff, the Developer, and San Bernardino County to collaborate on a comprehensive plan addressing the timing of construction, financing, and the necessary right-of-way dedications essential for completing these improvements.

On June 10, 2024, City staff delivered an informational presentation to the Infrastructure Committee regarding the improvements planned for Merrill Avenue and Euclid Avenue. The next steps outlined by staff involved collaborating with San Bernardino County to obtain the necessary right of way along Merrill Avenue adjacent to the airport and initiating negotiations for a construction reimbursement agreement with the developer. The Infrastructure Committee did not express any objections to staff's proposed approach during the meeting.

ISSUES/ANALYSIS

The Developer, at its own expense, will provide all necessary equipment and materials to diligently and professionally execute and complete the public improvements as per the approved construction plans per applicable standards and regulations. To facilitate timely construction, the City and Developer intend to enter a construction reimbursement agreement, attached as Exhibit C. This agreement will establish the framework for reimbursing the Developer for eligible costs incurred during construction. It will also outline the methodology for determining reimbursement amounts and specify the timing and process for reimbursement requests throughout the construction phase.

Additionally, The Preserve and Citywide Circulation DIF programs will offset costs not covered by developer deposits for the construction of Merrill Avenue and the Euclid Median improvements, as established in Chapters 3.40 and 3.45 of the Chino Municipal Code. DIFs have been established by City to finance public facilities in furtherance of the goals and objectives of City's general plan, various facility master plans, capital improvement plans, and the nexus report. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the nexus reports, the

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Developer shall be entitled to reimbursement for eligible costs of constructing the public facility. The DIF ordinance specifically requires that the Developer and City enter into a reimbursement agreement.

Upon completion of the public improvements, the City Engineer and staff will review the final accepted/approved "as-built" plans, specifications, and supporting documentation and will determine the actual costs.

As previously noted, the City has completed a comprehensive airport right-of-way survey for the purposes of acquiring the ultimate right-of-way along the Chino Airport perimeter, which is currently pending approval from the County and FAA. In response, the City engaged with the County to establish a Right of Entry Agreement. This agreement, attached as Exhibit D, grants construction access to the portion of the public improvements along Merrill that lie within the County's property prior to the City obtaining the necessary right-of-way from the FAA. The access area is specifically allocated for the construction of roadway pavement, signing and striping, curb and gutter installations, ADA ramps, storm drain catch basins, sidewalk, landscape, and the installation of dry utility conduit.

In addition, the Memorandum of Understanding, attached as Exhibit E, between the City and the Developer, transfers the City's rights and obligations under the Right of Entry Agreement necessary for completing construction on Merrill Avenue within the designated access area. These agreements are effective for a period of up to five years or until the City, at its discretion, formally records easements for the access area or pertinent portions required for the Developer's activities.

Lastly, to enhance support for the community and local businesses affected by the construction on Merrill Avenue, both the City and Developer are committed to expediting the completion of Public Improvements. The City approved plans for a full closure of Merrill Avenue from Euclid Avenue east to just west of Stearman Drive beginning July 25, 2024, through November 30, 2024, as indicated in Exhibit F. Detours will be carefully planned to minimize disruption to businesses at the airport and signage will be required of the contractor to inform motorists that airport businesses remain open during construction and guide them around the closure. The Developer assures proper notice to affected properties and pledges to take necessary steps to assist local businesses in the area. City staff has also engaged some of the airport businesses to inform them in advance of the closures and reviewed their concerns. City staff used these discussions to guide the developer on mitigating the closure impacts. Furthermore, the accelerated construction schedule will necessitate extended hours for night and weekend work. The City is prepared to allocate additional funds within the construction contract to facilitate this effort, recognizing the benefits to the community and acknowledging the financial challenges faced by nearby businesses.

Therefore, it is staff recommendation that the City Council approve the following: a construction reimbursement agreement between the City and Euclid Land Venture, LLC for a not to exceed amount of \$15,709,100 for the Merrill Avenue Widening, Interconnect, and Euclid Avenue Median Improvements; the Right of Entry Agreement between the City and San Bernardino County to obtain access to certain portions of airport property necessary for constructing the Merrill Avenue public improvements.; and the Memorandum of Understanding between the City

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and Euclid Land Venture, LLC to transfer the rights under the Right of Entry Agreement to the developer for the construction of the Merrill Avenue public Improvements.

Attachments: Exhibit A - Location Map PM 20016

Exhibit B - Fully Executed Public Improvement Agreement

Exhibit C - Construction & Reimbursement Agreement

Exhibit D - Right of Entry Agreement

Exhibit E - Memorandum of Understanding

Exhibit F – Detour Plan