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

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

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

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

TUESDAY, DECEMBER 2, 2025

REGULAR MEETING

AGENDA

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

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENTS

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

CLOSED SESSION

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

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

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

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

FLAG SALUTE

PERFORMANCE BY THE CHINO VALLEY COMMUNITY CHORUS

CEREMONIALS

Presentations

Boy's Republic - Della Robbia Wreath Presentation.

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

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

- Royalty Cakes

- Sokol Elite Gymnastics

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

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 7773100 to 7773337, and Electronic Fund Transfers 525349E to 525456E, totaling $7,934,495.06.

2. Minutes. Regular Meeting Minutes for November 18, 2025 (All Members Present).

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

4. City Council Regular Meeting Cancellation. Authorize staff to cancel the January 6, 2026 City Council Regular Meeting.

5. Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 2 & 3) - Lennar Homes of California, LLC. Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lots 2 & 3), generally located south of Legacy Park Street, east of Main Street, and west of East Preserve Loop.

6. Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lot 9) - Richmond American Homes of Maryland, Inc. Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lot 9), generally located south of Legacy Park Street, east of Main Street, and west of East Preserve Loop.

NEW BUSINESS

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

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

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

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

   Staff Report By: Michelle Chapman, CIP Engineering Manager

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

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

Staff Report By: Michele Hindersinn, Senior Engineer

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

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

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

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

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

Staff Report By: Eduardo Diaz, Associate Engineer

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

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

Staff Report By: Fred Galante, City Attorney

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

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

Council Member Flores

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

Staff Report By: Council Member Flores

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

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, December 16, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Wednesday, November 26, 2025 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Boy's Republic

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Commitment to Our Community
- Public Service Excellence through Internal and External Partnerships

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Business of the Month.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

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

FROM: **EUNICE M. ULLOA, MAYOR**

SUBJECT

Award of Mayor's Home Beautification Award.

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7773100 to 7773337, and Electronic Fund Transfers 525349E to 525456E, totaling $7,934,495.06.

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7773100 – 7773192	10/30/25	25-26	$1,088,949.88
2.	7773193 – 7773246	11/06/25	25-26	$587,178.40
3.	7773247 – 7773337	11/13/25	25-26	$1,241,672.41
4.	525349E – 525385E	10/31/25	25-26	$1,400,444.00
5.	525386E – 525414E	11/07/25	25-26	$1,389,093.97
6.	525415E – 525456E	11/14/25	25-26	$2,227,156.40
TOTAL				**$7,934,495.06**

ISSUES/ANALYSIS

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

Attachment

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

Check Date	Check Number	Vendor Name	Description	Amount
10/30/2025	7773124	ELECTRA-MEDIA, INC	ECONOMIC DEV-CHINO FORD	$144,096.00
	7773188	WASTE MANAGEMENT	COLLECTION SERVICES	$591,992.81
10/31/2025	525355	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	$1,310,147.00
11/06/2025	7773220	M K SMITH CHEVROLET	NEW UNIT 835 - 1500 CHEVROLET	$79,012.32
	7773240	SO CAL EDISON CO	SERVICE PERIOD: 09/30-10/28	$304,570.14
	7773243	TRANSWEST TRUCK CENTER LLC	UNIT 547 - 2025 FORD F150 POLICE DEPT	$59,972.31
11/07/2025	525402	HARDY & HARPER INC	AS NEEDED PAVEMENT SERVICES	$206,684.00
	525403	INLAND EMPIRE UTILITIES AGENCY	SEWAGE TREATMENT SERVICES	$1,039,829.03
11/13/2025	7773272	DYETT & BHATIA, URBAN & REGIONAL PLANNERS	GENERAL PLAN SERVICES	$84,774.61
	7773293	KB HOMES	DIF REFUND-FALLONCREST	$915,327.48
11/14/2025	525422	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	$1,310,147.00
	525433	FISHER SCIENTIFIC CO LLC	CITY CONSIDERATION 7/1/25-9/30	$589,048.20
	525445	MODEL 1 COMMERCIAL VEHICLES, INC.	CITY CONSIDERATION 07/01/25-09	$148,480.22
			TOTAL	**$6,784,081.12**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

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

TUESDAY, NOVEMBER 18, 2025

MINUTES

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

CALL TO ORDER

The November 18, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:12 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

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

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1020-282-12; NWC of Chino Ave. & 6th St. 13272 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Tannehill Langdon TR; Under Negotiation: Price and Terms of Potential Acquisition

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

The City Council recessed to Closed Session at 5:14 p.m. and concluded at 5:59 p.m. The City Council reconvened the meeting at 6:08 p.m.

FLAG SALUTE

Chino Rotary Club Troop 201 led the Pledge of Allegiance.

CEREMONIALS

Proclamations

American Cancer Society's Great American Smokeout Day - Proclaim November 20, 2025 as American Cancer Society's Great American Smokeout Day in the City of Chino.

Mayor Ulloa read into the record the Proclamation designating November 20, 2025, as American Cancer Society's Great American Smokeout Day in Chino. Michael Adams, CSPR Supervisor, and Kaylee Henriquez, Chino Police Department D.A.R.E. Officer, accepted the Proclamation.

REPORT OUT OF CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1020-282-12; NWC of Chino Ave. & 6th St. 13272 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Tannehill Langdon TR; Under Negotiation: Price and Terms of Potential Acquisition

The City Council received a briefing, provided direction, and no further reportable action was taken.

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

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

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

External Agency Report for November 18, 2025. Receive and file the External Agency Report for November 18, 2025 (Covering Meetings from September 1 - September 30, 2025).

Mayor Ulloa announced the External Agency Report was included in the agenda packet.

San Antonio Regional Hospital Presentation. Update Presentation from San Antonio Regional Hospital.

Brenda Nuno Gutierrez, Government Affairs Coordinator, San Antonio Regional Hospital, provided an update regarding their services and the state of healthcare in the region.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa provided the following event reminders and announcements:

- Gobbler Gloves Boxing Showcase is Sunday, November 23, 2025, at the Neighborhood Activity Center, 5201 D Street. For information, visit cityofchino.org/cspr or call 909-334-3260.

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

- City Hall and most city facilities will be closed on Thanksgiving Day, November 27, and the day after Thanksgiving, November 28, 2025. City Hall will resume normal operating hours on Monday, December 1, 2025.

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

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

PUBLIC COMMENTS

Pastor Kaylyn Unterkofler, Crosspoint Church, provided the invocation.

Bella Barajas, Allegiance STEAM Academy student, provided an introduction.

Imam Salomon, Ahmadiyya Muslim community, provided an introduction and invitation to their 28th West Coast Jalsa event on December 27, 2025.

Ray Morales, Chino Boxing Foundation, provided an invitation to the Gobbler Gloves Boxing Showcase and thanked the Council Members, Chief of Police, Fire Chief, and City Staff for the outstanding job on the Saturdays Night Fights event.

Bob Nigg, spoke regarding the City of Chino Housing Element in relation to the City of Redondo Beach case, regarding the Regional Housing Needs Allocation (RHNA) overlays.

City Attorney Galante addressed the City of Redondo Beach case.

Mike Gutierrez, inquired about a new city hall plan. Mayor Ulloa stated there is a Civic Center Master Plan that we hope to someday implement, however, there is no current plan to move forward.

Scouts from Troop 201 and Troop 2012 provided an introduction.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7772823 to 7773099, and Electronic Fund Transfers 525251E to 525348E, totaling $4,774,463.99.

Item No. 2 was pulled from the Consent Calendar for a separate action.

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

4. Government Relations Update for November 18, 2025. Receive and file the November 18, 2025, Government Relations Update.

5. Adjustments in Compensation for Affected Members of the City of Chino. Approve 1) Resolutions for MOU Amendments and Compensation and Benefit Plans; 2) Resolution No. 2025-079 to amend the City's Classification Plans and Salary Schedules; and 3) Appropriations in the amount of $328,928 to various funds for FY 2025-26.

6. Live Entertainment Permit - Kenwood's Kitchen and Tap. Approval of a Live Entertainment Permit for Kenwood's Kitchen and Tap, 16287 Main St., Ste 110 Chino, CA, for a period of 12 months, subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of permit.

7. 2025 Citizens' Option for Public Safety (COPS) Grant Funds Additional Appropriation. Accept additional funds of $145,294.48 received for the identified expenditure areas of the FY 2024-25 COPS Program Grant G4256 and appropriate an additional expenditure and revenue in the amount of $145,294.48 in the State COPS Fund 130.

8. 2026 Citizens' Option for Public Safety (COPS) Grant. Accept and approve the use of grant funds for the identified expenditure areas of the 2025-26 COPS Program Grant G4265; appropriate $145,497 to the AB3229-State COPS Grant Fund 130, with a corresponding increase to revenues in the same fund.

9. Notice of Completion for the FY24-25 Traffic Signal Interconnect Project (TR251) with Branson Industries, LLC. Accept Project TR251, Contract No. 2025-251, as complete; authorize the Director of Public Works to file the Notice of Completion; and authorize the release of retention funds following the 35-day lien period absent any claims.

10. Landscape Maintenance Agreement between the City of Chino and Caltrans for the new median on SR-83/Euclid Avenue (Merrill Avenue north to Eucalyptus Avenue). Approve an Agreement between the City of Chino and the State of California, Department of Transportation (Caltrans), for the ongoing maintenance of new median landscaping improvements within the State Highway right-of-way along State Route 83/Euclid Ave.

11. Award a Professional Services Agreement to Proactive Engineering Consultants, Inc. for the Monte Vista Park Expansion Project (PK255). Award a professional services agreement to Proactive Engineering Consultants, Inc. for $163,243.00 to provide engineering design services for the Monte Vista Park Expansion Project (PK255).

12. Adopt Resolution No. 2025-080 to enter into a Funding Agreement D2502006 with the State Water Resources Control Board for the Drinking Water State Revolving Fund program to fund the State Street Water Treatment Plant Project (WA212). Authorize the City to enter into an Agreement with the State Water Resources Control Board through the Drinking Water State Revolving Fund Program to fund WA212; accept the Emerging Contaminates Grant included in the Agreement in the amount of $25,000,000

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to approve the Consent Calendar Items 1 and 3-12 as presented; with item 2 pulled for separate action. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

ITEMS PULLED FROM CONSENT

2. Minutes. Regular Meeting Minutes for November 4, 2025 (Mayor Ulloa Absent-Excused).

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to approve Consent Calendar Item 2 as presented. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

ABSTAIN: ULLOA

NEW BUSINESS

13. Approve a Memorandum of Understanding (MOU) with the County of San Bernardino for the Operation of the West End Navigation Center. Approve a Memorandum of Understanding (MOU) with the County of San Bernardino for the operation of the West End Navigation Center.

Staff Report By: Silvia Avalos, Director of Community Services, Parks & Recreation.

RECOMMENDATION: 1) Approve a Memorandum of Understanding (MOU) between the City of Chino, County of San Bernardino, and cities of Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland; 2) approve the City of Chino's share of $200,000 for each of the first two years for the joint operation of the West End Navigation Center located at 11109 Jasmine Street, Fontana, CA; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

Silvia Avalos, Director of Community Services, Parks and Recreation, and Police Captain Ryan Croley, provided a report on the item.

Mayor Pro Tem Burton inquired about the process, medical staff, and operational hours. Police Captain Croley explained once contact is made and a need is identified, the center will provide wrap around services. He noted the City will provide transportation to the center and assist with the intake process, confirmed there is medical staff and the center will be available 24 hours a day, seven days a week.

Council Member Comstock commented this is resource has been missing in San Bernardino County for some time and is long overdue for the community. She thanked staff and the Mayor for working on it and the County for taking the lead.

Mayor Ulloa discussed the West End Mayor's Roundtable group's years of planning and efforts. She thanked the City of Fontana for moving forward to build the center.

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to 1) Approve a Memorandum of Understanding (MOU) between the City of Chino, County of San Bernardino, and cities of Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland; 2) approve the City of Chino's share of $200,000 for each of the first two years for the joint operation of the West End Navigation Center located at 11109 Jasmine Street, Fontana, CA; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

14. Issuance of Bonds for Community Facilities District 2003-3 Improvement Area 11. Adopt Resolution 2025-081 and Authorize the Issuance of Bonds for Community Facilities District 2003-3 IA 11.

Staff Report By: Kim Sao, Director of Finance and Jon White, Director, Urban Futures, Inc.

RECOMMENDATION: Adopt Resolution No. 2025-081 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2003-3 of the City of Chino (the "District"), on behalf of Improvement Area No. 11 therein ("Improvement area No. 11"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents").

Kim Sao, Director of Finance, and Jon White, Director, Urban Futures, Inc. provided a presentation on the item.

Mr. White noted a minor revision to the Preliminary Official Statement (POS) attachment to incorporate the ownership to include 15 lots owned by Century to read "Century Landbank", which has been submitted to the City Council and saved to the meeting record.

Council Member Lucio inquired about some neighboring cities who issue bonds for 99 years and if this results in a lower payment for the homeowner. Mr. White explained he is not aware, but believes that beyond the life of the bond, the extra funds are used for local improvements.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to Adopt Resolution No. 2025-081 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2003-3 of the City of Chino (the "District"), on behalf of Improvement Area No. 11 therein ("Improvement area No. 11"), approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents"). The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

15. Adjustments in Compensation for Affected Members of the City of Chino. Approve 1) Resolutions for Compensation and Benefit Plans; 2) Resolution No. 2025-078 to amend the City's Classification Plans and Salary Schedules; and 3) Appropriations in the amount of $27,534 to various funds for FY 2025-26.

Staff Report By: Fred Galante, City Attorney

RECOMMENDATION: 1) Adopt Resolution Nos. 2025-088 and 2025-089 approving the Compensation and Benefit Plans for Executive Management and Unrepresented Sworn Management; 2) Adopt Resolution No. 2025-078 to amend the Classification Plan and Compensation Schedule for Executive Management; and 3) Approve appropriation in the amount of $27,534 to the various funds detailed in the fiscal impact section of the staff report.

Fred Galante, City Attorney, provided a report on the item. Pursuant to Government Code Sections 53262, 54953(c)(3), and 54956(b), City Attorney Galante reported updates to compensation outlined in the resolutions and exhibits being presented for approval. The updates for Executive Management include a one-time, non-pensionable Retention Pay, a 3% COLA effective the beginning of the pay period after City Council approval, which is November 24, 2025; and a 3% COLA effective the beginning of the pay period that includes July 1, 2026.

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to 1) Adopt Resolution Nos. 2025-088 and 2025-089 approving the Compensation and Benefit Plans for Executive Management and Unrepresented Sworn Management; 2) Adopt Resolution No. 2025-078 to amend the Classification Plan and Compensation Schedule for Executive Management; and 3) Approve appropriation in the amount of $27,534 to the various funds detailed in the fiscal impact section of the staff report. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

16. Ad Hoc Committees. Request to Establish Temporary City Council Ad Hoc Committees.

Staff Report By: Linda Reich, City Manager

RECOMMENDATION: Establish and assign City Council Members to temporary Ad Hoc Committees for 1) Downtown Chino and 2) Information Technology and Training.

City Manager Reich provide a report on the item.

Mayor Ulloa inquired about how often the Ad Hoc Committees will meet. City Manager Reich stated they will meet as needed.

Mayor Ulloa asked that two City Council Members volunteer to serve on the Downtown Chino Ad Hoc Committee. Council Member Flores and Mayor Pro Tem Burton volunteered to serve on the Committee.

Motion by Council Member Comstock, seconded by Council Member Lucio, to establish and assign Council Member Flores and Mayor Pro Tem Burton to the temporary Ad Hoc Committee for Downtown Chino. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa asked that two City Council Members volunteer and serve on the Information Technology and Training Ad Hoc Committee. Council Member Comstock and Council Member Lucio volunteered to serve on the Committee.

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to establish and assign Council Member Comstock and Council Member Lucio to the temporary Ad Hoc

Committee for Information Technology and Training. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events including the Omnitrans Board of Director's meeting; San Bernardino County Transportation Authority Board of Directors meeting; River Street Market Ecology Center San Juan Capistrano tour; Senior Birthdays; Bark Around Ayala Park; Veterans Day ceremony; Omnitrans Administration and Finance Committee meeting; SBCTA Transit Metro Valley Committee meeting; and City Manager meeting.

Mayor Pro Tem Burton

17. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to Chino Kiwanis Club (Golf Tournament).

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contribution of $300 to Chino Kiwanis Club (Golf Tournament).

Motion by Council Member Flores, seconded by Council Member Comstock, to Approve community support fund contribution of $300 to Chino Kiwanis Club (Golf Tournament). The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Pro Tem Burton reported on the following meetings and events including a meeting to discuss noise issues from the Ontario International Airport; Chino Valley Historical Society meeting; Bark Around Ayala Park; City Manager meeting; Mayor's Prayer Breakfast; Howard Cattle Elementary Veterans Day event; Youth Sports President's dinner; Chino Basin Watermaster Appropriative Pool Committee meeting; Animal Resource Center Design meeting; Closed Session; thanked Bella Barajas and Bob Nigg, who provided a public comment; and reminded everyone about the Gobbler Gloves boxing event.

Council Member Comstock

Council Member Comstock complimented the City Veterans Day event; complimented the efforts of the Chino Police Department as they provided service to Deputy Nunez's funeral and their work on the retail theft operations; spoke regarding the current rain conditions and the past challenges; and expressed her sympathy to Mayor Pro Tem Burton for the loss of his Mother in Law.

Council Member Lucio

Council Member Lucio expressed his condolences to Mayor Pro Tem Burton and his wife Bertie; provided a suicide prevention reminder; wished everyone a Happy Thanksgiving and encouraged everyone to volunteer in a food give away program and help others in need.

Council Member Flores

Council Member Flores reported he participated in the Learning Experience community helpers lesson; wished everyone a Happy Thanksgiving; announced upcoming Thanksgiving food giveaways; and expressed his condolences to the Burton family.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante had no report.

Police Chief's Report

Police Chief Mensen reported that over $7,500 raised from the pink patch fundraiser will be donated to the Loma Linda Cancer Care Center; the first Stuff the Sleigh event will be at Painted Dough on Saturday, November 22 from 1:00-3:00 p.m.; and announced the retail theft operation is in effect, with Proposition 36 violators subject to felony bookings.

Director's Report

Hye Jin Lee, Director of Public Works, provided a report on the current weather condition and confirmed there are no significant incidents; announced fire stations are restocked with sand and sandbags; and provided a highlight regarding Consent Calendar Item 12, where staff secured an additional $15 million grant for the State Street water project.

Fire Chief's Report

Fire Chief Dave Williams had no report.

ADJOURN

The meeting adjourned at 7:57 p.m. The next Regular Meeting of the City Council will be held on Tuesday, December 2, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 2ND DAY OF DECEMBER 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****

(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
November 21, 2025	League of California Cities Division Meeting	Ontario, CA	Mayor Pro Tem Burton

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

City Council Regular Meeting Cancellation.

RECOMMENDATION

Authorize staff to cancel the January 6, 2026 City Council Regular Meeting.

FISCAL IMPACT

No Fiscal Impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning

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

BACKGROUND

From time to time, the City Council has voted to cancel regularly scheduled meetings due to conflicts with events or holidays. The Tuesday, January 6, 2026 regular City Council meeting falls near the 2025 City holiday closure.

ISSUES/ANALYSIS

City staff is recommending cancellation of this meeting due to the proximity of the agenda posting deadline and the meeting date to the City holiday closure. With the December 16, 2025 and January 20, 2026 regular meetings scheduled, there is no significant gap in meetings, allowing for the continuation of City business.

Should the City Council approve the cancellation of the Tuesday, January 6, 2026 meeting, the next regular meeting of the City Council would be held on January 20, 2026.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 2 & 3) – Lennar Homes of California, LLC.

RECOMMENDATION

Approve replacement Subdivision Improvement Agreement and securities with Lennar Homes of California, LLC for Tract Map No. 16420-6 (Block 11 - Lots 2 & 3); and authorize the City Manager to execute any necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Public Service Excellence Through Internal & External Partnerships

BACKGROUND

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. An "A" level master site development plan is a preliminary, conceptual plan for a large-scale land development project. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved a 32.63-acre Master Site Approval PL21-0056 and Tentative Tract Map No. 20445 for the future development of 305 single-family homes within four neighborhoods, a pocket park, and private recreation center located in the MDR (Medium Density Residential) and CC16 (Community Core 16) land use designations known as "Block 11." This project is generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

The developer, Chino Preserve Development Corporation, a Lewis Management Corporation company ("Lewis"), received City Council approval of Final Map No. 16420-6 on April 1, 2025, to subdivide the previously approved Tentative Tract Map No. 16420, as shown in Exhibit A. Lewis is actively developing the site and has entered into purchase agreements with four guest builders.

The Engineering Conditions of Approval (COA) for Block 11 requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, Lewis entered into a Subdivision Improvement Agreement (SIA) with the City and obtained the necessary securities for the improvements which were approved with the Final Map on April 1, 2025.

ISSUES/ANALYSIS

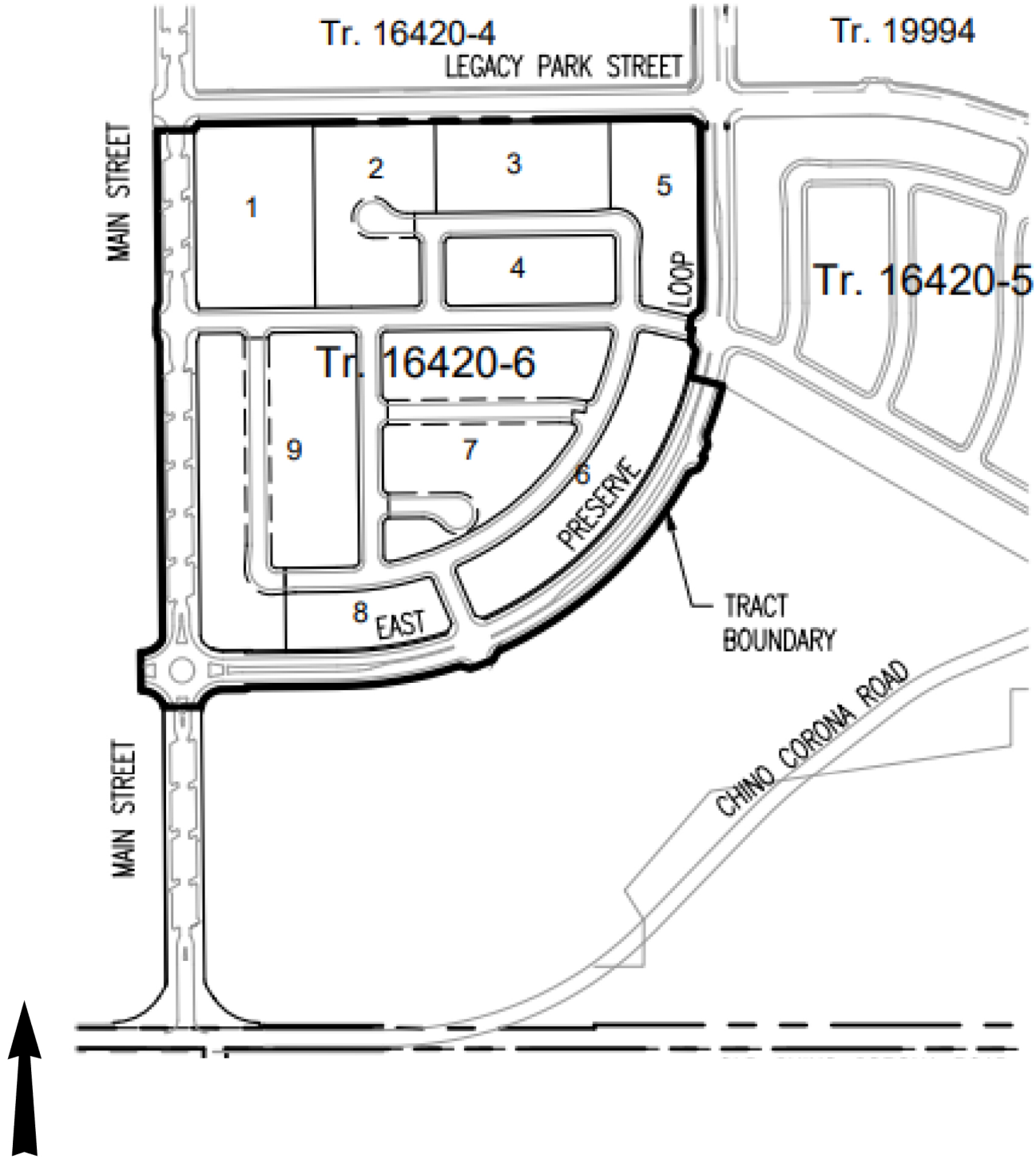
Now that the final escrows for the guest builders have closed, City staff is coordinating with each builder to execute replacement SIAs to transfer and secure their respective obligations. Lennar Homes, LLC has acquired Lots 2 and 3, as shown in Exhibit A of the attached replacement SIA. The conditions established at the time of tentative map approval have been met through execution of the replacement agreement for Tract Map No. 16420-6 and the posting of securities guaranteeing construction of the public improvements required for Block 11. The City Attorney has reviewed and approved the replacement SIA and associated securities. Additionally, Lewis has executed a Partial Assignment and Assumption Agreement to the Development Agreement with Lennar Homes of California, LLC.

Attachments:

Exhibit A - Location Map Tract Map No. 16420-6

Exhibit B – Replacement Subdivision Improvement Agreement

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

LENNAR HOMES OF CALIFORNIA, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

LENNAR HOMES OF CALIFORNIA, LLC
INLAND DIVISION

Agreement Date: December 2, 2025

Subdivider Name: Lennar Homes of California, LLC

Subdivision Description: A request to construct 84 detached residential condominium dwelling units on 5.7 adjusted gross acres of land at a density of 11.9 dwelling units per acre in the Medium Density Residential (MDR) land use designation and 18.4 dwelling units per acre in the Community Core 16 (CC 16) land use designation of The Preserve Specific Plan located within Tract Map 16420-6, Block 11, Lots 2 & 3.
Location: Generally located south of Legacy Park Street, east of Main Street, and west of East Preserve Loop (APNs: 1057-181-20, and -43)

Tentative Map No.: 16420-6 Lots 2 & 3

Estimated Total Cost of Improvements: $888,855.49

Estimated Total Cost of Monumentation: $0 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Lots 2 & 3 In-Tract Streets	$143,660.21
Lots 2 & 3 In-Tract Wet Utilities	$128,865.28
Lots 2 & 3 Public Water in Private Alleys	$616,330.00

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Lennar Homes of California, LLC c/o Geoffrey Smith Lennar Homes of California, LLC 4140 Temescal Canyon Rd., Suite 410 Corona, CA 92883 Office: (949) 278-6661 geoffrey.smith@lennar.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 2nd day of December, 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Lennar Homes of California LLC, ("SUBVIDER").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Tract Map No. 16420-6 (Lots 2 & 3), (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

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

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 16420-6 (Lots 2 & 3) for the Property and permitting development of the Property to proceed.

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $888,855.49.

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

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 16420-6 (Lots 2 &3) in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

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

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

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

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

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

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

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

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

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

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

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

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

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

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

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

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

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

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

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

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

2. Time for Performance.

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

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

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

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

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

3. Labor.

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

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

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

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

4. Security.

4.1. Required Security.

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

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $888,855.49 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $444,427.75 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $0 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $1,623,613.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

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

4.4. Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

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

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

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

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

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

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

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

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

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

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

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

LENNAR HOMES OF CALIFORNIA, LLC,

By: _____
Its: Authorized Agent
Geoffrey Smith

CITY OF CHINO

_____
Dr. Linda Reich, City Manager

Date:_____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

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 _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(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: _____

_____

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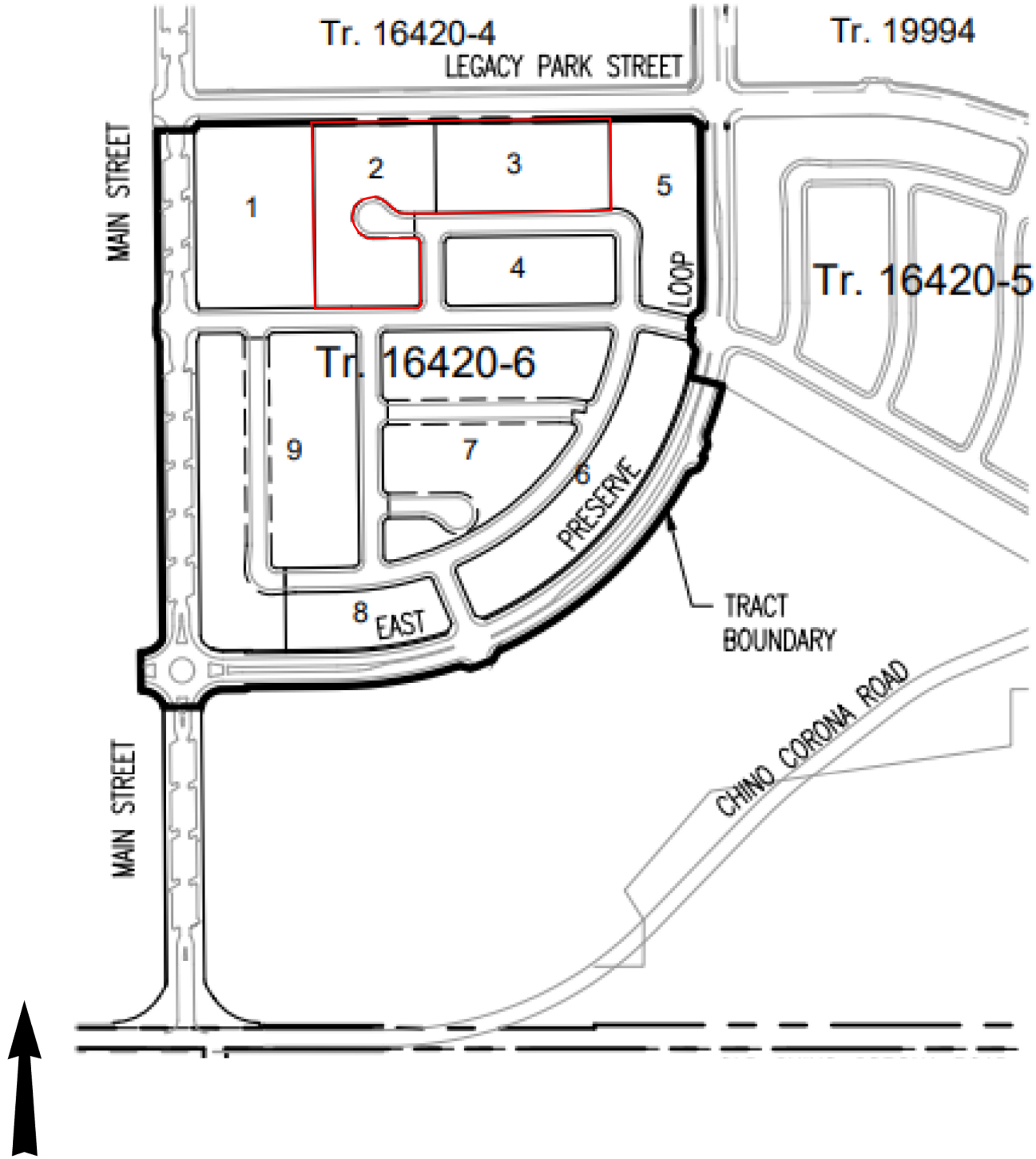
EXHIBIT “A”

[attached]

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6

EXHIBIT "B"

TENTATIVE TRACT MAP 16420-6 (LOTS 2 &3) WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
17	CY	Concrete Removal	$ 325.00	$ 5,525.00
131	CY	AC Pavement Removal	$ 100.00	$ 13,100.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
3513	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 91,338.00
4182	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ 100,368.00
4391	LF	PCC Curb Only	$ 20.00	$ 87,820.00
	LF	8" A.C. Berm	$ 20.00	$ -
240	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ 3,840.00
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
1021	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ 12,762.50
	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	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
4,399	TON	AC Variable - >300T	$ 120.00	$ 527,880.00
	TON	CAB Variable - <300T	$ 100.00	$ -
5,005	TON	CAB Variable - >300T	$ 90.00	$ 450,450.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light	$ 7,700.00	$ 200,200.00
1	EA	Electrical Pedestal	$ 6,500.00	$ 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	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	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	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
STREETS				
		STREET SUBTOTAL		$ 2,132,803.50
	LS	Mobilzation (5% of Construction Cost)	5%	$ 106,640.18
	LS	Traffic Control (5% of Construction Cost)	5%	$ 106,640.18
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 106,640.18
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 106,640.18
		GRAND TOTAL STREETS ONLY		**$ 2,559,364.20**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
275	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 27,500.00
3101	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ 418,635.00
	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	$ -
5	EA	8" Gate Valve	$ 2,600.00	$ 13,000.00
11	EA	12" Gate Valve	$ 4,500.00	$ 49,500.00
	EA	18" Gate Valve	$ 7,500.00	$ -
6	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 45,000.00
7	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ 60,200.00
	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		$ 613,835.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 30,691.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 30,691.75
		GRAND TOTAL WATER ONLY		**$ 675,218.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
3182	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 318,200.00
	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	$ -
10	EA	8" Gate Valve	$ 2,600.00	$ 26,000.00
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
4	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ 34,400.00
1	EA	2" Air Relief Assembly	$ 4,500.00	$ 4,500.00
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 383,100.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 19,155.00
	LS	Traffic Control (5% of Construction Cost)	5%	$ 19,155.00
		GRAND TOTAL RECYCLED WATER ONLY		**$ 421,410.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

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	$ -
17	EA	Storm Drain Manhole #1	$ 10,000.00	$ 170,000.00
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
4	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ 16,000.00
	EA	Outlet Structure	$ 7,000.00	$ -
22	EA	Catch Basin 3.5' Width	$ 7,200.00	$ 158,400.00
	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	$ -
2002	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ 480,480.00
	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	$ -
1589	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ 524,370.00
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
169	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ 65,065.00
	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: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

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	$ -
2	EA	24" CMP Riser	$ 1,250.00	$ 2,500.00
77	LF	24" CSP Pipe	$ 200.00	$ 15,400.00
3	EA	PIPE END CAPS	$ 200.00	$ 600.00
42	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ 2,100.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 1,434,915.00
	LS	Mobilization (5% of Construction Cost)	5%	$ 71,745.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 71,745.75
		GRAND TOTAL STORM DRAIN ONLY		**$ 1,578,406.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 2,559,364.20
		GRAND TOTAL WATER ONLY		$ 675,218.50
		GRAND TOTAL RECYCLED WATER ONLY		$ 421,410.00
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ 1,578,406.50
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 5,234,399.20

PROJECT ADDITIVES		*Project Contingencies*	10%	*$ 523,439.92*
		Construction Staking	3%	*$ 157,031.98*
		Soils Testing	1%	*$ 52,343.99*
		Material Testing	1%	*$ 52,343.99*
		Construction Inspection	4.8%	*$ 251,251.16*
		Contract Administration	1%	*$ 52,343.99*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$ 6,323,154.23*

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard
45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

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

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

BY CITY

	$	**6,323,200.00**
	$	**3,161,600.00**
	$	**632,300.00**

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 325.00	$ -
	CY	AC Pavement Removal	$ 100.00	$ -
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
	SF	6" PCC Thick Pavement 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	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
	TON	AC Variable - >300T	$ 120.00	$ -
	TON	CAB Variable - <300T	$ 100.00	$ -
	TON	CAB Variable - >300T	$ 90.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light (Install only. SLs are purchased)	$ 3,000.00	$ 78,000.00
	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	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	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	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
1	EA	Final Punchlist Work	$ 25,000.00	$ 5,000.00
STREETS				
		STREET SUBTOTAL		$ 716,020.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STREETS ONLY		**$ 716,020.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

WATER				
		WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

SEWER				
		SEWER SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL SEWER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

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	$ -
	EA	24" CMP Riser	$ 1,250.00	$ -
	LF	24" CSP Pipe	$ 200.00	$ -
	EA	PIPE END CAPS	$ 200.00	$ -
	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 716,020.00
		GRAND TOTAL WATER ONLY		$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		$ 25,000.00
		GRAND TOTAL SEWER ONLY		$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 816,020.00

PROJECT ADDITIVES		*Project Contingencies*	10%	*$*	*81,602.00*
		Construction Staking	3%	*$*	*24,480.60*
		Soils Testing	1%	*$*	*8,160.20*
		Material Testing	1%	*$*	*8,160.20*
		Construction Inspection	4.8%	*$*	*39,168.96*
		Contract Administration	1%	*$*	*8,160.20*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$*	*985,752.16*

Faithful Performance Bond (100% of Construction Cost) *$* *0.24*

Labor & Material Bond (50% of Construction Cost)

Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

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

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

BY CITY

	$	985,800.00
	$	492,900.00
	$	98,600.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

Improvements	Bond No.	Bond Type	Original Amount	Reduced Amount
Backbone Streets	24282451	Faithful Performance	$3,103,700.00	$748,020.00
		Labor & Material	$1,551,850.00	$374,010.00
Backbone Wet Utilities	24282446	Faithful Performance	$3,219,400.00	$643,882.50
		Labor & Material	$1,609,700.00	$321,941.25
Lots 2 & 3 Streets	24282453	Faithful Performance	$524,100.00	$143,660.21
		Labor & Material	$262,050.00	$71,830.11
Lots 2 & 3 Wet Utilities	24282448	Faithful Performance	$644,300.00	$128,865.28
		Labor & Material	$322,150.00	$64,432.64
Lots 4 & 7 Streets	24282452	Faithful Performance	$1,824,000.00	$545,587.05
		Labor & Material	$912,000.00	$272,793.53
Lots 4 & 7 Wet Utilities	24282447	Faithful Performance	$2,364,000.00	$472,802.16
		Labor & Material	$1,182,000.00	$236,401.08
Lots 5, 6 & 8 Streets	24282455	Faithful Performance	$727,100.00	$186,670.00
		Labor & Material	$363,550.00	$93,335.00
Lots 5, 6 & 8 Wet Utilities	24282450	Faithful Performance	$1,023,900.00	$204,776.30
		Labor & Material	$511,950.00	$102,388.15
Lot 9 Streets	24252454	Faithful Performance	$1,007,100.00	$285,209.40
		Labor & Material	$503,550.00	$142,604.70
Lot 9 Wet Utilities	24282449	Faithful Performance	$1,182,200.00	$236,442.41
		Labor & Material	$591,100.00	$118,221.21

	Backbone						Lennar Lots 2 & 3						Beazer Lots 4 & 7						Shea Homes Lots 5,6,8						Richmond American Lot 9					
	Block 11 Backbone Street Bond	Block 11 Sewer, SD,Water,RW Bond	Block 11 Backbone Street Bond (Reduction)		Block 11 Sewer, SD,Water,RW Bond (Reduction)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-	Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-
Faithful Performance Bond (100% of Construction Cost)	$ 3,103,741.72	$ 3,219,412.52	$ 748,020.00	24.10%	$ 643,882.50	20.00%	$ 524,114.18	$ 644,326.42	$ 143,660.21	27.41%	$ 128,865.28	20.00%	$ 1,823,954.24	$ 2,364,010.78	$ 545,587.05	29.91%	$ 472,802.16	$ 109,117.41	$ 727,098.06	$ 1,023,881.48	$ 186,670.00	25.67%	$ 204,776.30	20.00%	$ 1,007,104.00	$ 1,182,212.06	$ 285,209.40	28.32%	$ 236,442.41	$ 57,041.88
Labor & Material Bond (50% of Construction Cost)	$ 1,551,870.86	$ 1,609,706.26	$ 374,010.00	24.10%	$ 321,941.25	20.00%	$ 262,057.09	$ 322,163.21	$ 71,830.11	27.41%	$ 64,432.64	20.00%	$ 911,977.12	$ 1,182,005.39	$ 272,793.53	29.91%	$ 236,401.08	$ 54,558.71	$ 363,549.03	$ 511,940.74	$ 93,335.00	25.67%	$ 102,388.15	20.00%	$ 503,552.00	$ 591,106.03	$ 142,604.70	28.32%	$ 118,221.21	$ 28,520.94
Warranty Bond (10% of Construction Cost)	$ 310,374.17	$ 321,941.25	$ 310,374.17	100.00%	$ 321,941.25	100.00%	$ 52,411.42	$ 64,432.64	$ 52,411.42	100.00%	$ 64,432.64	100.00%	$ 182,395.42	$ 236,401.08	$ 182,395.42	100.00%	$ 236,401.08	$ 182,395.42	$ 72,709.81	$ 102,388.15	$ 72,709.81	100.00%	$ 102,388.15	100.00%	$ 100,710.40	$ 118,221.21	$ 100,710.40	100.00%	$ 118,221.21	$ 100,710.40
Bond#	24282451		24282446				24282453	24282448					24282452	24282447					24282455	24282450					24252454	24282449				
Description							Lot 2 & 3 Intract Street Imps	Lot 2 & 3 Intract					4 & 7 Intract Street Imps	Lot 4 & 7 Intract Wet Util.					Lot 5,6 & 8 Intract	Lot 5,6 & 8 Intract Wet Util.					Lot 9 Intract Street Imps	Lot 9 Intract Wet Util. Imps				

Note: Cells in green highlight represent values in which estimated remaining costs are less than 20% of initial bond amount per the prior tabs. Values set at 20% of original bond amount

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20445 (PL0056 MSA and PL21-0075)

DATE: August 3, 2022 PC MEETING DATE: September 19, 2022

PROJECT DESCRIPTION: Master Site Approval and TTM 20445 to create 77 lots.

PROJECT LOCATION: SE corner Legacy Park, Main Street, and East Preserve Loop

APPLICANT: Chino Preserve Development PROJECT ENGINEER: Felicia Marshall

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PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.

1.3 Make the following dedications:

Street Name	Distance	Direction From C/L
East Preserve Loop	83 feet with 6 foot LS Lot to west/north and 8' to east*	40 feet to west and 43 feet to east
Main Street	92 feet	46 feet each side
Legacy Park Street	40 feet with 6 foot LS Lot*	South
A through H Street	60 feet	30 feet each side

* No LS (landscape) lot along parks and community center areas.

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.3b Easements:

- 1 foot sidewalk easements at right-of-way radial corner returns.

1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

Reviewed/Approved By: JP Date: 9/7/22

1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.

1.6 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.7 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.

1.8 Comply with all applicable requirements of the City Municipal Code.

1.9 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. park/recreation play facilities
   ii. sidewalks/walks
   iii. shared-use paths/multi-purpose paths
   iv. curb ramps
   v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
   vi. driveway approaches crossings
   vii. parking space
   viii. bus boarding and alighting areas (bus stops)

b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.

c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.

1.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

1.11 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/ PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 Record Tract Map No. 20445 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.

2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.

2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.

2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	"A" – "H"	East Preserve Loop	Main Street	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	31' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	8' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	29'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X[1]	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X	X	X
Sewer[4]	X	X	X[9]	
Storm Drain[3]	X	X	X	
Domestic Water	X[2]	X	X	
Recycled Water	X[7]	X	X	
Fire Hydrants as required by CVIFD	X	X	X	X
Other Landscape Lot		X[5]		X[6]

[1] Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.
[2] Public water mains shall not extend into lettered lots.
[3] Line F Storm drain must be complete for this tract to tie into.
[4] The proposed sewer connects within East Preserve Loop and runs west, then south on Main Street. These offsite improvements must be completed for this tract to connect.
The sewer within the private drive aisle is private.
[5] The landscape lots for East Preserve Loop is 6' on the west side.
[6] The landscape lots for Legacy Park is 6' on the south side, with no landscape lot at the parks and community center areas.
[7] Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system.

2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).

2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.14 Any future maintenance and repair of domestic or fire service laterals and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.15 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).

2.16 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

2.18 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).

3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval

3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

4.1 Complete all Conditions of Approval listed under Sections 1-3 above.

4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

4.4 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study
and any agreed to interim improvements:

a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.

5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.

5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.

5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20445

PROJECT ENGINEER: Felicia Marshall

DATE: 8/3/2022

☒		A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
☒	1	Copy of Development Engineering Division Conditions of Approval
☒	2	Sets of Maps (Subdivision Only)
☒	2	Copies of preliminary Title Report (no older than six months) (Subdivision Only)
☒	2	Copies of Closure Calculations (Subdivision Only)
☒	1	Set of Referenced Maps (Subdivision Only)
☒	2	Copies of Preliminary Soils Report (no older than sixty days)
☐	2	Copies of lot line adjustment certificate
☐	2	Copies of lot merger
☐	2	Copies of right-of-way dedication
☐	4	Sets of Rough Grading Plans
☒	5	Sets of Precise Grading Plans
☒	4	Sets of Storm Drain Plans
☒	2	Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
☒	2	Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
☒	3	Sets of Street Improvements Plans
☒	3	Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
☒	2	Sets of Sewer Plans
☒	3	Sets of Domestic Water Plans
☒	2	Sets of Recycled Water Plans
☒	2	Sets of Street Light Plans including a Photometric Diagram
☒	2	Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
☒	2	Sets of Signing and Striping Plans
☐	1	Sets of Traffic Signal Interconnect Plans
☐	2	Sets of Traffic Signal Plans
☒	1	Water Quality Management Plan

EXHIBIT "C"

TRACT NO. 16420-6 (LOTS 2 & 3)

LENNAR HOMES OF CALIFORNIA, LLC

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is

required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

LENNAR HOMES OF CALIFORNIA, LLC*

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lot 9) - Richmond American Homes of Maryland, Inc.

RECOMMENDATION

Approve replacement Subdivision Improvement Agreement and securities with Richmond American Homes of Maryland, Inc. for Tract Map No. 16420-6 (Block 11 – Lot 9); and authorize the City Manager to execute any necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Public Service Excellence Through Internal & External Partnerships

BACKGROUND

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. An "A" level master site development plan is a preliminary, conceptual plan for a large-scale land development project. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved a 32.63-acre Master Site Approval PL21-0056 and Tentative Tract Map No. 20445 for the future development of 305 single-family homes within four neighborhoods, a pocket park, and private recreation center located in the MDR (Medium Density Residential) and CC16 (Community Core 16) land use designations known as "Block 11." This project is generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

The developer, Chino Preserve Development Corporation, a Lewis Management Corporation company ("Lewis"), received City Council approval of Final Map No. 16420-6 on April 1, 2025, to subdivide the previously approved Tentative Tract Map No. 16420, as shown in Exhibit A. Lewis is actively developing the site and has entered into purchase agreements with four guest builders.

The Engineering Conditions of Approval (COA) for Block 11 requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, Lewis entered into a Subdivision Improvement Agreement (SIA) with the City and obtained the necessary securities for the improvements which were approved with the Final Map on April 1, 2025.

ISSUES/ANALYSIS

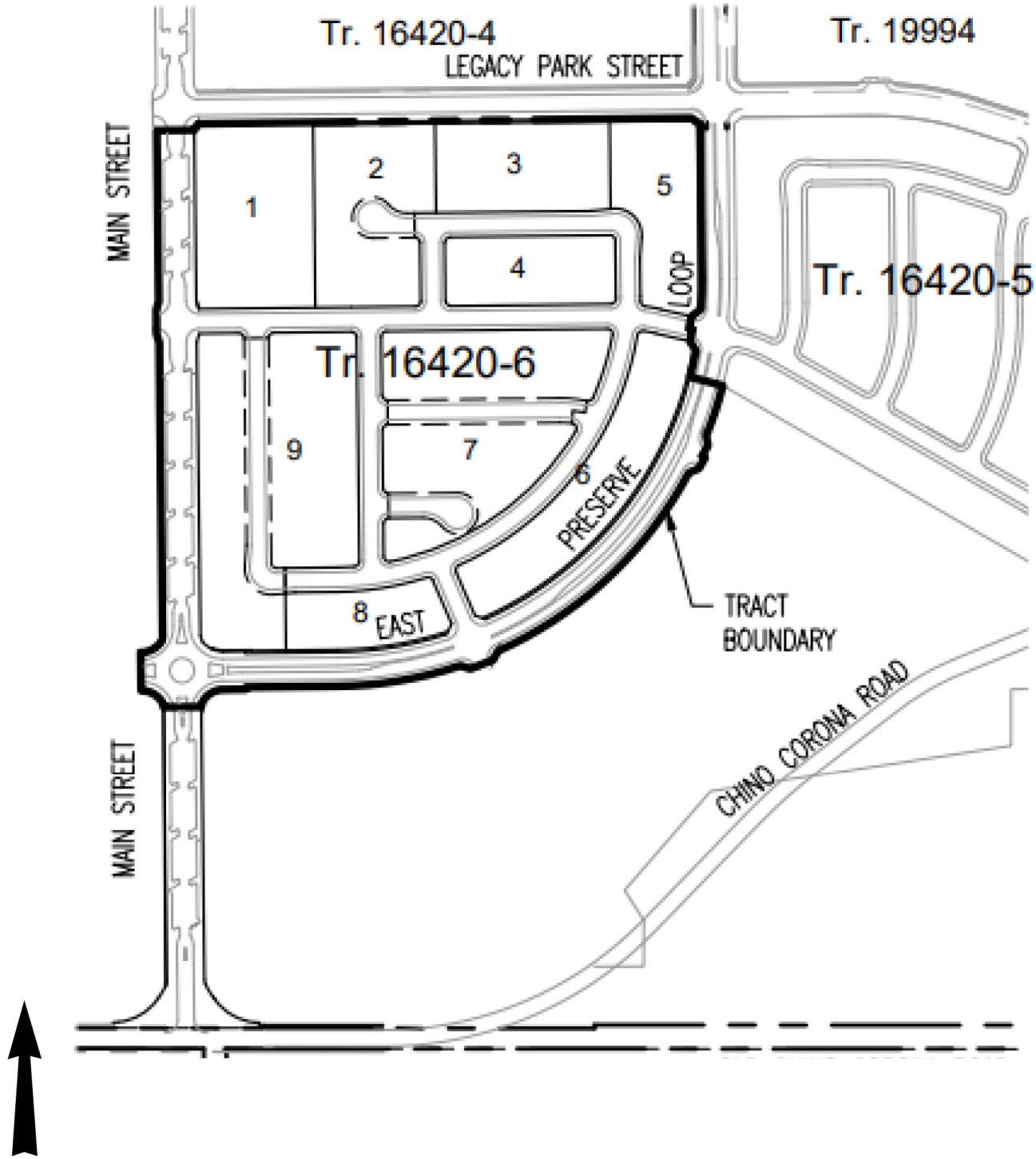
Now that the final escrows for the guest builders have closed, City staff is coordinating with each builder to execute replacement SIAs to transfer and secure their respective obligations. Richmond American Homes of Maryland, Inc. has acquired Lot 9, as shown in Exhibit A of the attached replacement SIA. The conditions established at the time of tentative map approval have been met through execution of the replacement agreement for Tract Map No. 16420-6 and the posting of securities guaranteeing construction of the public improvements required for Block 11. The City Attorney has reviewed and approved the replacement SIA and associated securities. Additionally, Lewis has executed a Partial Assignment and Assumption Agreement to the Development Agreement with Richmond American Homes of Maryland, Inc.

Attachments:

Exhibit A - Location Map Tract Map No. 16420-6

Exhibit B – Replacement Subdivision Improvement Agreement

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

Agreement Date: December 2, 2025

Subdivider Name: Richmond American Homes of Maryland, Inc.

Tentative Map No.: 16420-6 Lot 9

Estimated Total Cost of Improvements: $521,651.81

Estimated Total Cost of Monumentation: $0 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Lot 9 In-Tract Street $285,209.40
Lot 9 In- Tract Wet Utilities $236,442.41

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Richmond American Homes of Maryland, Inc. c/o Monica Ultreras Richard American Homes 2405 York Road, Suite 201 Lutherville Timonium, MD Office: (949) 274-0746 Monica.ulteras@mdch.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 2nd day of December, 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Richmond American Homes of Maryland, Inc., ("SUBDIVDER").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative (Tract/Parcel) Map No. 16420-6 (Lot 9**)**, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

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

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 16420-6 (Lot 9) for the Property and permitting development of the Property to proceed.

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $521,651.81.

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

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 16420-6 (Lot 9) in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

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

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

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

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

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

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

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

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

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

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

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

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

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

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

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

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

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

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

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

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

2. Time for Performance.

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

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

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

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

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

3. Labor.

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

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

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

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

4. Security.

4.1. Required Security.

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

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $521,651.81 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $260,825.91 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $0 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $1,561,980.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

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

4.4. Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

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

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

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

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

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

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

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

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

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

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

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

By: _____
Its: Authorized Agent
Monica Ultreras

CITY OF CHINO

_____
Dr. Linda Reich, City Manager

Date:_____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

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 _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(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: _____

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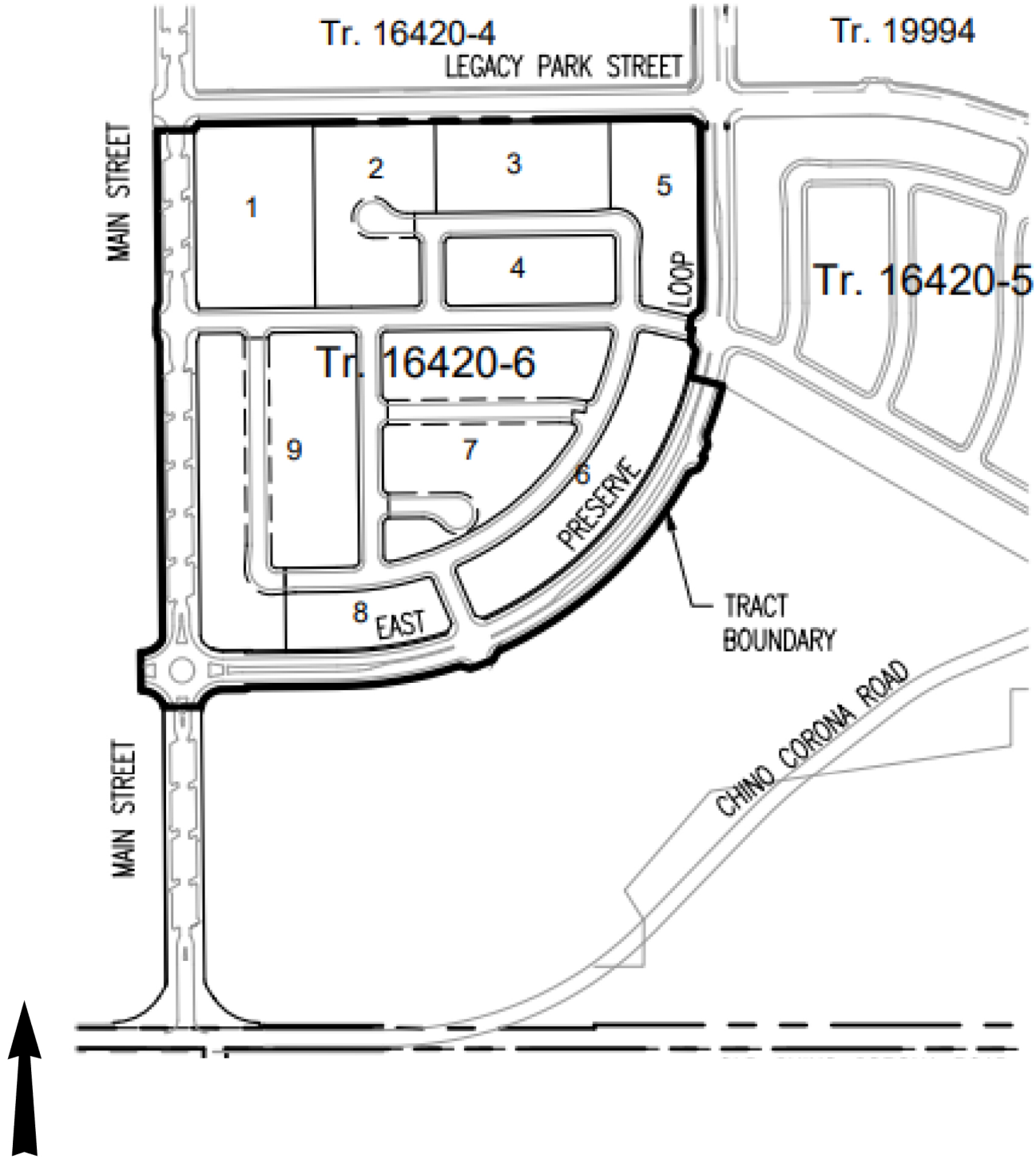
EXHIBIT “A”

[attached]

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6

EXHIBIT "B"

TENTATIVE TRACT MAP NO. 16420-6 (LOT 9) WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
17	CY	Concrete Removal	$ 325.00	$ 5,525.00
131	CY	AC Pavement Removal	$ 100.00	$ 13,100.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
3513	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 91,338.00
4182	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ 100,368.00
4391	LF	PCC Curb Only	$ 20.00	$ 87,820.00
	LF	8" A.C. Berm	$ 20.00	$ -
240	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ 3,840.00
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
1021	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ 12,762.50
	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	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
4,399	TON	AC Variable - >300T	$ 120.00	$ 527,880.00
	TON	CAB Variable - <300T	$ 100.00	$ -
5,005	TON	CAB Variable - >300T	$ 90.00	$ 450,450.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light	$ 7,700.00	$ 200,200.00
1	EA	Electrical Pedestal	$ 6,500.00	$ 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	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	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	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
STREETS				
		STREET SUBTOTAL		$ 2,132,803.50
	LS	Mobilzation (5% of Construction Cost)	5%	$ 106,640.18
	LS	Traffic Control (5% of Construction Cost)	5%	$ 106,640.18
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 106,640.18
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 106,640.18
		GRAND TOTAL STREETS ONLY		**$ 2,559,364.20**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
275	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 27,500.00
3101	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ 418,635.00
	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	$ -
5	EA	8" Gate Valve	$ 2,600.00	$ 13,000.00
11	EA	12" Gate Valve	$ 4,500.00	$ 49,500.00
	EA	18" Gate Valve	$ 7,500.00	$ -
6	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 45,000.00
7	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ 60,200.00
	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		$ 613,835.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 30,691.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 30,691.75
		GRAND TOTAL WATER ONLY		**$ 675,218.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
3182	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 318,200.00
	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	$ -
10	EA	8" Gate Valve	$ 2,600.00	$ 26,000.00
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
4	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ 34,400.00
1	EA	2" Air Relief Assembly	$ 4,500.00	$ 4,500.00
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 383,100.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 19,155.00
	LS	Traffic Control (5% of Construction Cost)	5%	$ 19,155.00
		GRAND TOTAL RECYCLED WATER ONLY		**$ 421,410.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

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	$ -
17	EA	Storm Drain Manhole #1	$ 10,000.00	$ 170,000.00
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
4	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ 16,000.00
	EA	Outlet Structure	$ 7,000.00	$ -
22	EA	Catch Basin 3.5' Width	$ 7,200.00	$ 158,400.00
	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	$ -
2002	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ 480,480.00
	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	$ -
1589	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ 524,370.00
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
169	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ 65,065.00
	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: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

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	$ -
2	EA	24" CMP Riser	$ 1,250.00	$ 2,500.00
77	LF	24" CSP Pipe	$ 200.00	$ 15,400.00
3	EA	PIPE END CAPS	$ 200.00	$ 600.00
42	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ 2,100.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 1,434,915.00
	LS	Mobilization (5% of Construction Cost)	5%	$ 71,745.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 71,745.75
		GRAND TOTAL STORM DRAIN ONLY		**$ 1,578,406.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 2,559,364.20
		GRAND TOTAL WATER ONLY		$ 675,218.50
		GRAND TOTAL RECYCLED WATER ONLY		$ 421,410.00
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ 1,578,406.50
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 5,234,399.20

PROJECT ADDITIVES		*Project Contingencies*	10%	*$ 523,439.92*
		Construction Staking	3%	*$ 157,031.98*
		Soils Testing	1%	*$ 52,343.99*
		Material Testing	1%	*$ 52,343.99*
		Construction Inspection	4.8%	*$ 251,251.16*
		Contract Administration	1%	*$ 52,343.99*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$ 6,323,154.23*

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard
45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

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

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

BY CITY

	$	**6,323,200.00**
	$	**3,161,600.00**
	$	**632,300.00**

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 325.00	$ -
	CY	AC Pavement Removal	$ 100.00	$ -
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
	SF	6" PCC Thick Pavement 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	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
	TON	AC Variable - >300T	$ 120.00	$ -
	TON	CAB Variable - <300T	$ 100.00	$ -
	TON	CAB Variable - >300T	$ 90.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light (Install only. SLs are purchased)	$ 3,000.00	$ 78,000.00
	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	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	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	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
1	EA	Final Punchlist Work	$ 25,000.00	$ 5,000.00
STREETS				
		STREET SUBTOTAL		$ 716,020.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STREETS ONLY		**$ 716,020.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

WATER				
		WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

SEWER				
		SEWER SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL SEWER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

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	$ -
	EA	24" CMP Riser	$ 1,250.00	$ -
	LF	24" CSP Pipe	$ 200.00	$ -
	EA	PIPE END CAPS	$ 200.00	$ -
	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 716,020.00
		GRAND TOTAL WATER ONLY		$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		$ 25,000.00
		GRAND TOTAL SEWER ONLY		$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 816,020.00

PROJECT ADDITIVES		*Project Contingencies*	10%	*$*	*81,602.00*
		Construction Staking	3%	*$*	*24,480.60*
		Soils Testing	1%	*$*	*8,160.20*
		Material Testing	1%	*$*	*8,160.20*
		Construction Inspection	4.8%	*$*	*39,168.96*
		Contract Administration	1%	*$*	*8,160.20*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$*	*985,752.16*

Faithful Performance Bond (100% of Construction Cost) *$* *0.24*

Labor & Material Bond (50% of Construction Cost)

Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

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

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

BY CITY

Faithful Performance Bond (100% of Construction Cost)	**$**	**985,800.00**
Labor & Material Bond (50% of Construction Cost)	**$**	**492,900.00**
Warranty Bond (10% of Construction Cost)	**$**	**98,600.00**

Improvements	Bond No.	Bond Type	Original Amount	Reduced Amount
Backbone Streets	24282451	Faithful Performance	$3,103,700.00	$748,020.00
		Labor & Material	$1,551,850.00	$374,010.00
Backbone Wet Utilities	24282446	Faithful Performance	$3,219,400.00	$643,882.50
		Labor & Material	$1,609,700.00	$321,941.25
Lots 2 & 3 Streets	24282453	Faithful Performance	$524,100.00	$143,660.21
		Labor & Material	$262,050.00	$71,830.11
Lots 2 & 3 Wet Utilities	24282448	Faithful Performance	$644,300.00	$128,865.28
		Labor & Material	$322,150.00	$64,432.64
Lots 4 & 7 Streets	24282452	Faithful Performance	$1,824,000.00	$545,587.05
		Labor & Material	$912,000.00	$272,793.53
Lots 4 & 7 Wet Utilities	24282447	Faithful Performance	$2,364,000.00	$472,802.16
		Labor & Material	$1,182,000.00	$236,401.08
Lots 5, 6 & 8 Streets	24282455	Faithful Performance	$727,100.00	$186,670.00
		Labor & Material	$363,550.00	$93,335.00
Lots 5, 6 & 8 Wet Utilities	24282450	Faithful Performance	$1,023,900.00	$204,776.30
		Labor & Material	$511,950.00	$102,388.15
Lot 9 Streets	24252454	Faithful Performance	$1,007,100.00	$285,209.40
		Labor & Material	$503,550.00	$142,604.70
Lot 9 Wet Utilities	24282449	Faithful Performance	$1,182,200.00	$236,442.41
		Labor & Material	$591,100.00	$118,221.21

	Backbone						Lennar Lots 2 & 3						Beazer Lots 4 & 7						Shea Homes Lots 5,6,8						Richmond American Lot 9					
	Block 11 Backbone Street Bond	Block 11 Sewer, SD,Water,RW Bond	Block 11 Backbone Street Bond (Reduction)		Block 11 Sewer, SD,Water,RW Bond (Reduction)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-	Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-
Faithful Performance Bond (100% of Construction Cost)	$ 3,103,741.72	$ 3,219,412.52	$ 748,020.00	24.10%	$ 643,882.50	20.00%	$ 524,114.18	$ 644,326.42	$ 143,660.21	27.41%	$ 128,865.28	20.00%	$ 1,823,954.24	$ 2,364,010.78	$ 545,587.05	29.91%	$ 472,802.16	$ 109,117.41	$ 727,098.06	$ 1,023,881.48	$ 186,670.00	25.67%	$ 204,776.30	20.00%	$ 1,007,104.00	$ 1,182,212.06	$ 285,209.40	28.32%	$ 236,442.41	$ 57,041.88
Labor & Material Bond (50% of Construction Cost)	$ 1,551,870.86	$ 1,609,706.26	$ 374,010.00	24.10%	$ 321,941.25	20.00%	$ 262,057.09	$ 322,163.21	$ 71,830.11	27.41%	$ 64,432.64	20.00%	$ 911,977.12	$ 1,182,005.39	$ 272,793.53	29.91%	$ 236,401.08	$ 54,558.71	$ 363,549.03	$ 511,940.74	$ 93,335.00	25.67%	$ 102,388.15	20.00%	$ 503,552.00	$ 591,106.03	$ 142,604.70	28.32%	$ 118,221.21	$ 28,520.94
Warranty Bond (10% of Construction Cost)	$ 310,374.17	$ 321,941.25	$ 310,374.17	100.00%	$ 321,941.25	100.00%	$ 52,411.42	$ 64,432.64	$ 52,411.42	100.00%	$ 64,432.64	100.00%	$ 182,395.42	$ 236,401.08	$ 182,395.42	100.00%	$ 236,401.08	$ 182,395.42	$ 72,709.81	$ 102,388.15	$ 72,709.81	100.00%	$ 102,388.15	100.00%	$ 100,710.40	$ 118,221.21	$ 100,710.40	100.00%	$ 118,221.21	$ 100,710.40
Bond#	24282451		24282446				24282453	24282448					24282452	24282447					24282455	24282450					24252454	24282449				
Description							Lot 2 & 3 Intract Street Imps	Lot 2 & 3 Intract					4 & 7 Intract Street Imps	Lot 4 & 7 Intract Wet Util.					Lot 5,6 & 8 Intract	Lot 5,6 & 8 Intract Wet Util.					Lot 9 Intract Street Imps	Lot 9 Intract Wet Util. Imps				

Note: Cells in green highlight represent values in which estimated remaining costs are less than 20% of initial bond amount per the prior tabs. Values set at 20% of original bond amount

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20445 (PL0056 MSA and PL21-0075)

DATE: August 3, 2022 PC MEETING DATE: September 19, 2022

PROJECT DESCRIPTION: Master Site Approval and TTM 20445 to create 77 lots.

PROJECT LOCATION: SE corner Legacy Park, Main Street, and East Preserve Loop

APPLICANT: Chino Preserve Development PROJECT ENGINEER: Felicia Marshall

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PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.

1.3 Make the following dedications:

Street Name	Distance	Direction From C/L
East Preserve Loop	83 feet with 6 foot LS Lot to west/north and 8' to east*	40 feet to west and 43 feet to east
Main Street	92 feet	46 feet each side
Legacy Park Street	40 feet with 6 foot LS Lot*	South
A through H Street	60 feet	30 feet each side

* No LS (landscape) lot along parks and community center areas.

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.3b Easements:

- 1 foot sidewalk easements at right-of-way radial corner returns.

1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

Reviewed/Approved By: JP Date: 9/7/22

1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.

1.6 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.7 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.

1.8 Comply with all applicable requirements of the City Municipal Code.

1.9 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. park/recreation play facilities
   ii. sidewalks/walks
   iii. shared-use paths/multi-purpose paths
   iv. curb ramps
   v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
   vi. driveway approaches crossings
   vii. parking space
   viii. bus boarding and alighting areas (bus stops)

b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.

c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.

1.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

1.11 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/ PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 Record Tract Map No. 20445 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.

2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.

2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.

2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	"A" – "H"	East Preserve Loop	Main Street	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	31' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	8' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	29'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X[1]	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X	X	X
Sewer[4]	X	X	X[9]	
Storm Drain[3]	X	X	X	
Domestic Water	X[2]	X	X	
Recycled Water	X[7]	X	X	
Fire Hydrants as required by CVIFD	X	X	X	X
Other Landscape Lot		X[5]		X[6]

[1] Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.
[2] Public water mains shall not extend into lettered lots.
[3] Line F Storm drain must be complete for this tract to tie into.
[4] The proposed sewer connects within East Preserve Loop and runs west, then south on Main Street. These offsite improvements must be completed for this tract to connect.
The sewer within the private drive aisle is private.
[5] The landscape lots for East Preserve Loop is 6' on the west side.
[6] The landscape lots for Legacy Park is 6' on the south side, with no landscape lot at the parks and community center areas.
[7] Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system.

2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).

2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.14 Any future maintenance and repair of domestic or fire service laterals and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.15 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).

2.16 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

2.18 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).

3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval

3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

4.1 Complete all Conditions of Approval listed under Sections 1-3 above.

4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

4.4 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study
and any agreed to interim improvements:

a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.

5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.

5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.

5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20445

PROJECT ENGINEER: Felicia Marshall

DATE: 8/3/2022

☒		A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
☒	1	Copy of Development Engineering Division Conditions of Approval
☒	2	Sets of Maps (Subdivision Only)
☒	2	Copies of preliminary Title Report (no older than six months) (Subdivision Only)
☒	2	Copies of Closure Calculations (Subdivision Only)
☒	1	Set of Referenced Maps (Subdivision Only)
☒	2	Copies of Preliminary Soils Report (no older than sixty days)
☐	2	Copies of lot line adjustment certificate
☐	2	Copies of lot merger
☐	2	Copies of right-of-way dedication
☐	4	Sets of Rough Grading Plans
☒	5	Sets of Precise Grading Plans
☒	4	Sets of Storm Drain Plans
☒	2	Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
☒	2	Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
☒	3	Sets of Street Improvements Plans
☒	3	Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
☒	2	Sets of Sewer Plans
☒	3	Sets of Domestic Water Plans
☒	2	Sets of Recycled Water Plans
☒	2	Sets of Street Light Plans including a Photometric Diagram
☒	2	Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
☒	2	Sets of Signing and Striping Plans
☐	1	Sets of Traffic Signal Interconnect Plans
☐	2	Sets of Traffic Signal Plans
☒	1	Water Quality Management Plan

EXHIBIT "C"

TRACT NO. 16420-6 (LOT 9)

RICHMOND AMERICAN HOMES OF MARYLAND, INC.

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is

required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

RICHARD AMERICAN HOMES OF MARYLAND, INC.*

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award of Contract – Citywide HVAC Preventative Maintenance and Repairs.

RECOMMENDATION

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

FISCAL IMPACT

Requires an additional appropriation of $75,000 from the available Building Management Fund Balance 650. Funding for subsequent years will be requested as part of the annual budget process.

Initial Six Months Funding Summary for Preventative Maintenance	
Building Management Fund 650	$50,000
Additional Appropriation from the Building Mgmt. Fund 650	$75,000
Total Contract Funding Summary for Initial Six Months	$125,000

Total Contract Summary	
Preventative Maintenance Initial Six Months (through FY 2026)	$125,000
Preventative Maintenance Year 2 (FY 2026-27)	$172,000
Preventative Maintenance Year 3 (FY 2027-28)	$179,000
Repairs (January 2026–June 2028)	$900,000
Total Two and One-Half Year Contract	$1,376,000

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure: 6508310-43580 and 6508310-43585
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino has an HVAC inventory of approximately 130 pieces of equipment to service its facilities. With the exception of the Police facility, no documents have been found regarding a previous HVAC preventive maintenance contract for all other facilities. It is important to have scheduled preventative maintenance on HVAC equipment to properly clean, maintain, and monitor all systems per industry standards. Having a HVAC preventative maintenance contract will benefit the City in several ways, including extending the lifespan of HVAC equipment and better proactive preparation when repairs and replacements are required. It is particularly important now, given that staff is in the preliminary design phase to replace the entire HVAC system at City Hall.

The Fiscal Year 2025-26 Adopted Budget includes funding for Citywide HVAC repair and replacement services only. Although the Community Services, Parks & Recreation Department, Parks and Facilities team is addressing the aging HVAC infrastructure annually, most of the equipment has outlived its lifespan and require reoccurring repairs to keep functioning. Industry standards state the average lifespan of commercial used HVAC equipment is 15-25 years. Staff has identified that 84% of Chino's HVAC equipment is older than 15 years and 19% is older than 25 years.

ISSUES/ANALYSIS

On July 10, 2025, the City released a Request for Proposals (RFP No. 2025-0015A) for "Citywide HVAC Preventative Maintenance and Repairs" via PlanetBids in accordance with City procurement policies. The City received six proposals by the closing date of August 7, 2025. A review committee, consisting of City staff, evaluated proposals separately to maintain confidentiality and fairness. Staff then scored these proposals using the following weighted criteria:

- Experience/Qualifications: 30%
- Past Performance/References: 20%
- Plan Methodology/Project Approach: 20%
- Quality and Responsiveness of Proposal: 15%
- Cost Evaluation: 15%

Following evaluation, C.E. Mechanical, Inc. received the highest average score and is recommended for contract award. For the past two years, the City has maintained a contract with C.E. Mechanical, Inc. for citywide HVAC repairs only. Throughout their tenure with the City, C.E. Mechanical, Inc. has consistently provided a reliable and satisfactory level of repair service.

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Evaluation Results:

RANKING	**CONTRACTOR**
1	C.E. Mechanical, Inc.
2	EMCOR Services Mesa Energy Systems
3	ACCO Engineered Systems, Inc.
4	Artic Cooling Systems
5	Diversified Thermal Services, Inc.
6	Johnson Controls, Inc.

Staff requests City Council approval to award a contract to C.E. Mechanical, Inc. for Citywide HVAC Preventative Maintenance and Repairs, in the amount not-to-exceed of $1,376,000 for two and one-half years through June 30, 2028, with two additional one-year options to renew.

Attachment: C.E. Mechanical, Inc. Agreement

Contract No.: _____
Approved: _____

AGREEMENT

"CITYWIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIRS"

THIS AGREEMENT is made and entered into this 2nd day of December, 2025 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called "**City**", and C.E. MECHANICAL, INC., hereinafter called "**Contractor**".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled "**CITYWIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIRS**" in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of One Million Three Hundred Seventy-Six Thousand Dollars and Zero Cents ($1,376,000.00) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The term of this Agreement shall commence as of January 1, 2026. The term of this Agreement shall expire on June 30, 2028, unless the City exercises its option to renew for two (2) additional one (1) year terms.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, "**Contract Documents**") are hereby incorporated into and made part of this Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms

of this Agreement.

ARTICLE XI: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

ARTICLE XIII: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

City Attorney

Approved as to Content:

Silvia Avalos, Director of Community Services, Parks & Recreation

CONTRACTOR

Dated: _____

By: _____
(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

Request for Proposal No. 2025-0015A
CITYWIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIRS

CITY OF CHINO / PURCHASING

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INTRODUCTION

A1 OVERVIEW

The City of Chino ("City") is seeking proposals from qualified firms ("Proposers") to establish a contract for **Citywide HVAC Preventative Maintenance and Repairs RFP#2025-0015A**. Work provided shall be in accordance with the Scope of Service requirements herein. The City welcomes proposals from all qualified firms.

A2 About the City

The City of Chino was incorporated as a general law City on February 28, 1910. Chino has a separately elected Mayor and four Council members, each elected to overlapping four-year terms. The Mayor and Council appoint the City Manager and City Attorney, with department directors appointed by the City Manager.

The City provides a full range of services for its citizens, including police services, parks and recreation programs, planning and development, and street maintenance and lighting. It also operates water, sewer, and storm drain utilities and provides for refuse collection, and cable television through outside contracts. The City also provides its citizens with a wide range of recreational opportunities through activities at the Senior Citizens Center and youth activities at the Neighborhood Activity Center, as well as providing a unique balance of human services programs that assist youth and families with a comprehensive counseling program. In addition, the City's Public Works Department provides many street and infrastructure improvements.

A3 Proposed Schedule

Timeline	Dates	
Mandatory Pre-Bid Meeting	July 18, 2025	Time: 8:00 a.m.
Address: Chino City Hall 13220 Central Avenue, Chino, CA 91710 **Public Entrance near Flagpoles/Fountain** ***Meeting mandatory if you did not attend the pre-bid meeting on 06/06/25 (under RFP# 2025-0015). Attendance at both pre-bid meetings is not necessary.**		
Questions Due Date	July 24, 2025	Time: 10:00 a.m.
Proposals Due Date	August 7, 2025	Time: 10:00 a.m.
Electronic proposals are due on or before the date and time specified above. **LATE PROPOSALS WILL NOT BE ACCEPTED REGARDLESS OF CIRCUMSTANCES.**		
City Council Award Date (Tentative)	September 16, 2025	

B. INSTRUCTIONS TO PROPOSERS

B1	**SUBMISSION OF RFP**
	All proposals must be submitted online via PlanetBids at https://www.planetbids.com/portal/portal.cfm?CompanyID=26384. The City will only accept proposals submitted online via PlanetBids on or before the Proposal Due Date specified in this RFP. Interested firms must be registered on the City's PlanetBids portal in order to participate in this RFP. All documents specified in Section C, "Proposal Requirements," shall be scanned and uploaded to PlanetBids including the fee proposal. Any proposal submitted other than in the manner specified in this RFP will be rejected.
B2	**QUESTIONS AND ADDENDA**
	All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids. **Proposers are not to contact City personnel with any questions or clarifications concerning this RFP other than through PlanetBids.** Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued. Any interpretation of or correction to this solicitation will be made only by addendum issued through PlanetBids. It is the responsibility of each Proposer to ensure that they have received and reviewed any and all addenda to this RFP. **For technical support with the PlanetBids system, contact PlanetBids at (818) 992-1771.**
B3	**VALIDITY OF PROPOSALS**
	Proposals must be valid for a period of at least 120 calendar days from the closing date and time for receipt of proposals.
B4	**CONFIDENTIALITY**
	Proposals are not to be marked as confidential or proprietary. City may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The City shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the City.
B5	**PROPOSER RFP EXAMINATION**
	By submitting a proposal, Proposer represents that it has thoroughly examined City's requirements and is familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve City's objectives.
B6	**PROPOSAL COMPLIANCE**
	Each Proposer must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.

B. INSTRUCTIONS TO PROPOSERS

B7	**PROPOSAL REJECTION**
	Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which City deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver of a requirement in this RFP will not excuse a Proposer from full compliance with the City's requirements for the work.
B8	**PRE-CONTRACTUAL EXPENSES**
	The City shall not, in any event, be liable for any pre-contractual expense incurred by the Proposer in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in: ▪ Preparing its proposal in response to this RFP ▪ Submitting its proposal to the City ▪ Negotiating with the City on any matter related to the proposal ▪ Any other expenses incurred by the Proposer prior to date of contract award
B9	**NEGOTIATIONS**
	The City reserves the right to: a) negotiate the final Contract with any Proposer(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Proposer responding to this RFP; c) award its total requirements to one Proposer or to apportion those requirements among two or more Proposers; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the requirements in this RFP. In addition, negotiations may or may not be conducted with Proposer; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
B10	**CONTRACT**
	It is anticipated that the contract(s) resulting from this RFP, if awarded, will be effective for one (1) year, with the option to renew for four (4) additional one-year periods, unless otherwise stated in this RFP. The City reserves the right to cancel the contract at any time, with or without cause, upon thirty (30) days' prior written notice to Consultant of its intent to terminate. Proposers shall provide firm, fixed pricing for the initial one-year term. For Years 2 through 5, proposers must include proposed annual pricing and any applicable price escalation methodology, such as Consumer Price Index (CPI) adjustments. CPI-based increases must reference a specific index (e.g., CPI-U, Los Angeles-Riverside-Orange County) and include a not-to-exceed cap of __% per year. All renewal periods are contingent upon City approval, contractor performance, and budget availability.

B. INSTRUCTIONS TO PROPOSERS

B11 PROTEST PROCEDURES

Only a Proposer who has actually submitted a proposal in response to this RFP is eligible to submit a protest. The City will not accept or entertain RFP protests from anyone who did not submit a proposal for the project or work being protested.

Proposers may file a protest of an RFP with the Finance Department – Purchasing Division, City of Chino, 13220 Central Avenue, Chino, CA 91710, no later than 4:00 p.m. on the fifth business day from the date the Notice of Intent to Award was announced.

At the time of the filing, the protest shall:

a. Be submitted on the Proposer's formal letterhead and include the Proposer's company name, address, phone number and the name and title of the individual filing the protest;

b. List the reasons for the protest including the specific section of the documents or technical specifications being disputed; and

c. Site any statutes or case law supporting or serving as the basis for the protest and describe how they support the item(s) being disputed.

If the protest does not meet these requirements, the City will reject it without further review. If the protest is submitted on time and complies with all the above requirements, the Director of Finance or his designee, shall review the protest and all relevant information submitted by the protestor. The City will provide a written response to the protestor. The City has the right to respond to any protest until the date on which the contract is awarded by the Chino City Council.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of an RFP protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.

If the City determines that the protest is frivolous, the party originating the protest may be determined to be non-responsible and may be determined to be ineligible for future contract awards.

C. PROPOSAL REQUIREMENTS

Proposal shall be up to a TOTAL page limit of twenty-five (25) pages (NOT INCLUDING dividers, transmittal letter, table of contents, and required forms). Proposers should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposal should be brief, clear and concise.

C1	**COVER LETTER/ LETTER OF INTRODUCTION**
	Proposals must be signed and include a letter of introduction along with firm name, website, address, telephone number, email, and name of person authorized to submit the proposal and who will have contractual responsibility with the City of Chino, along with the person's title. If the firm operates from more than one location, please specify the office to which this project will be assigned. Identify all sub-consultants that will be involved. Include a statement that the proposal shall remain valid for a period of not less than 120 days from the date of submittal. Include a statement attesting that all information submitted with the proposal is true and correct.
C2	**EXPERIENCE AND QUALIFICATION OF THE FIRM**
	Proposals must describe the firm's qualifications possessed to perform services under the engagement. Include information about pertinent prior experience, number of years the firm has been in business, specialized expertise, and experience with California municipalities. This section of the proposal should establish that the contractor can satisfactorily perform the required work, the requisite previous experience on similar assignments, and the stability and professional standing of the firm. The proposal must include the firm's valid California Contractor License (C-20), including the license number, issue date, and current license status. Firms must also confirm their financial capacity and bonding ability to furnish 100% Payment and Performance bonds, as required for this contract.
C3	**PROJECT TEAM QUALIFICATIONS/QUALIFICATIONS OF KEY PERSONNEL**
	Proposals must include a brief description of the proposed representative(s) and key staff. Include a chart identifying the key personnel assigned to the project and their respective resume(s). Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include information regarding those firm(s) qualifications.
C4	**REFERENCES**
	The proposal must include the firm and sub-consultant(s) references. Please provide reference information and brief project descriptions for at least three (3) current clients. Reference projects should have been completed within the last four (4) years and similar in nature to those described in this RFP. Please include the following: 1. Name of client. 2. Name and title of client's primary contact. 3. Telephone number, email address, and mailing address of the client's primary contact. 4. A brief description of the type of services provided, the overall scope of services, duration of the project and status of the project.

C. PROPOSAL REQUIREMENTS

C5	**PLAN METHODOLOGY/PROJECT APPROACH**
	Describe the services and activities that your firm proposes to provide to the City. Include a statement of your understanding of the assignment(s). Describe your approach and methodology for tasks and scope of services. Contractors are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described in the RFP.
C6	**SEALED FEE PROPOSAL**
	The sealed fee proposals must be submitted, **in a separate cost file**, electronically in PlanetBids. **Do not include fees within the body of the proposal.** Provide all fees for which compensation is expected. Proposed fees structure must be clearly itemized to reflect all fees by task, position, rate and hours, as well as miscellaneous billing fees. This original fee proposal must be received by the RFP due date and time specified. Please ensure that prevailing wage is included, if applicable. It is anticipated that the contract(s) resulting from this RFP, if awarded, will be effective for one (1) year, with the option to renew for four (4) additional one-year periods, unless otherwise stated in this RFP. The City reserves the right to cancel the contract at any time, with or without cause, upon thirty (30) days' prior written notice to Consultant of its intent to terminate. Proposers shall provide firm, fixed pricing for the initial one-year term. For Years 2 through 5, proposers must include proposed annual pricing and any applicable price escalation methodology, such as Consumer Price Index (CPI) adjustments. CPI-based increases must reference a specific index (e.g., CPI-U, Los Angeles-Riverside-Orange County) and include a not-to-exceed cap of __% per year. All renewal periods are contingent upon City approval, contractor performance, and budget availability.
C7	**CONFLICT OF INTEREST STATEMENT**
	Complete and submit the Conflict of Interest Statement (Attachment A) with the proposal.
C8	**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**
	Complete and submit the Acknowledgement of Insurance Requirements (Attachment A) with the proposal.
C9	**ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**
	Complete and submit the Acknowledgement of Terms and Conditions (Attachment A) with the proposal. Any requests for exceptions to the terms of the RFP and Professional Services Agreement (Attachment B) must be noted and submitted on this required attachment. If no exceptions to the terms are requested, please confirm by stating "none."
C10	**APPENDICES**
	Information considered by Proposer to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. **Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.**

D. EVALUATION CRITERIA

All proposals will be reviewed by a Selection Committee established by the City. The City's final selection will not be based on any single factor, including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFP, depending upon the critical nature of such requirements. Proposal will be evaluated on the criteria specified below:

D1	**EXPERIENCE/QUALIFICATIONS 30%**
	Proposer's experience in performing work of a similar nature, experience working with public agencies and particularly California municipalities, and strength, resources, and stability of the firm. This will include an assessment of whether the proposal provides detailed information about key personnel and whether such personnel meet established experience requirements and have sufficient training and credentials. This will also include an assessment of whether the allocation of personnel to the project is appropriate for meeting project expectations.
D2	**PLAN METHODOLOGY/PROJECT APPROACH 20%**
	This will include an assessment of the detailed description of the approach and methodology to be used to accomplish the Scope of Services of the RFP, including whether the work plan provided is clear and detailed and demonstrates ability to meet the City's objectives, and whether the work plan includes identified benchmarks and practices. This will also include an assessment of whether the Proposer is capable of performing the services promptly, within the time specified, and without delay.
D3	**PAST PERFORMANCE/REFERENCES 20%**
	This will include an assessment of the Proposer's prior experience in performing similar services for other public entities based on provided references, including an assessment of the character, integrity, reputation, and judgment of the Proposer.
D4	**QUALITY OF RESPONSIVENESS OF PROPOSAL 15%**
	This will include an assessment of the completeness of the Proposer's response in accordance with the RFP instructions and the thoroughness of proposal, including whether all required information is provided in the format specified.
D5	**COMPETITIVE PRICING 15%**
	This will include an assessment of whether the price proposal is fair, reasonable, and competitive, and whether the cost schedule aligns with the project schedule.

E. SELECTION PROCESS

E1 SELECTION

All proposals will be reviewed by a Selection Committee established by the City. The City will review proposals and check references. Each reviewer will use the evaluation criteria set forth in this RFP and score each RFP independently. The highest-ranking proposals may be invited to the City for interviews with the Selection Committee.

It is the City's intent to select one (1) Proposer to provide services; however, the City may, in its sole discretion, enter into contracts with multiple qualified Proposer's or may reject all proposals and not award a contract at this time.

The City reserves the right to make final decisions regarding the selected Proposer and the number of selected Proposers based on the quantity and quality of the RFPs received. This right extends to modifying the selection process to eliminate interviews if an insufficient number of qualified Proposer's submit an RFP.

E2 AWARD

The award is based on the criteria in Section D. City shall send a Notice of Intent to Award to all Proposers via PlanetBids, to announce the City's intent to award the contract to the top-ranked selected Proposer.

E3 IMPLEMENTATION

1. **Kick-off Meeting:** A Kick-off meeting may be held after award of contract. Consultant and its team will meet with the City staff to conduct introduction, discuss scope of services, and implementation process. The consultant shall plan on monthly meetings to update City staff on project progress.
2. **Notice to Proceed:** Following the kick-off meeting a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed and all insurance documents and other required documents have been received and approved.

E4 INSURANCE REQUIREMENT

City of Chino insurance requirements for Citywide HVAC Preventative Maintenance and Repairs Contract:

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

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

Self-Insured Retentions

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

Other Insurance Provisions

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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

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

Waiver of Subrogation: **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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

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

F. SCOPE OF SERVICES

Citywide HVAC Preventative Maintenance, Repairs, and Automation Scope of Work/Specifications

It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City commercial facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as quarterly scheduled routine inspection and proactive servicing of HVAC systems to facilitate heating/cooling with a minimal downtime. On-call, as-needed services (24 hours, 7 days a week, 365 days per year) will be for unplanned, and/or emergency repair services, as listed herein.

The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes, and regulations. The Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

Preventative maintenance and repairs described in this Scope of Work are to be performed on the HVAC equipment at the following locations in City of Chino:

1. Chino Police Department – 5450 Guardian Way
2. City Hall – 13220 Central Ave.
3. City Hall South- 13250 Central Ave.
4. Neighborhood Activity Center (NAC) – 5201 D. St.
5. Children's Youth Museum – 13191 6th St.
6. Chino Branch Library – 13180 Central Ave.
7. Assemblymember Office - 13160 7th St.
8. Gray Building (Chamber of Commerce) – 13150 7th St.
9. 7th Street Theatre – 13123 7th St.
10. Senior Center – 13170 Central Ave.
11. Carolyn Owens Community Center (COCC) – 13201 Central Ave.
12. Family Services – 13271 Central Ave.
13. Community Building – 5443 B. St.
14. Old School House Museum – 5493 B. St.
15. Public Works Services (Yard) - 5050 Schaefer Ave.
16. Ayala Park Operation Center (APOC) – 5575 Edison Ave.
17. Monte Vista Park – 13196 Monte Vista Ave.
18. Liberty Park – 11860 Telephone Ave.
19. Chino Champion – 13179/13191 9th St.
20. Chaffey Tech Center - 13170 7th St, Chino, CA 91710
21. EPIC Building - 13106 Central Ave, Chino, CA 91710

I. SERVICE SPECIFICATIONS

Preventative maintenance will include any and all costs for providing the necessary labor, tools, travel, equipment, mobilization/demobilization, licenses and incidental materials such as fluids, belts and filters, etc. per the Preventative Maintenance lists below to test, maintain, and diagnose the specified HVAC equipment, including but not limited to air flow analysis, water flow, delta T, humidity, Freon and electronic conditions.

Preventative Maintenance activities shall also specifically include but not limited to the following:

1. Test and Inspection – All labor to visually inspect and search for worn, failed and/or doubtful parts. Visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, VAV boxes, heat exchangers, etc. Make recommendations to the City of any necessary replacements and/or adjustments.
2. Preventative Maintenance and Predictive Maintenance – Labor to perform preventative maintenance on the equipment included. Maintenance intervals for systems and equipment are determined by run time, system use, application, location, and manufacturer's recommendations.
3. Consumable Materials – Normal consumable materials and supplies, such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, oil and clean-up materials.
4. Air Filter Media and Service – Includes regular air filter changing per the manufacturer's specifications. Includes monitoring of air filter conditions. Should additional changes be required, Air Filter Media and Service includes notifying the City of any recommended adjustments to the maintenance program.
5. Coil Service – Two (2) Semi-annual cleaning of each condenser coil during the contract year and or per manufacture's recommendations. Should additional cleaning be required, Coil Service includes notifying the City of any necessary adjustments to this program.
6. Belt Service – This agreement will include one (1) annual belt change for each belt in the system at the beginning of the contract year or per the manufacture's recommendations. Should additional belt changes be required, Belt Service includes notifying the City of any necessary adjustments to this program. Contractor to provide all belts.

II. PREVENTATIVE MAINTENANCE

Quarterly Service Activities: Along with Preventative Maintenance Regularly Scheduled Activities (see section below), the Quarterly Service Activities will be the City's primary maintenance program normally scheduled during the month of July, October, January, and April unless otherwise specified by the Maintenance Supervisor or Authorized City Representative.

1. Spring Inspection/Service: The Contractor shall schedule and perform a pre-cooling season maintenance service call. The following services shall be performed in addition to Preventative Maintenance Regularly Scheduled Activities.

    A. Cycle units and check pressures and refrigerant charge
    B. Ensure condensate lines are clean and pump is working properly
    C. Visually inspect all wiring
    D. Check and clean the indoor and outdoor coil if needed
    E. Replace filters, inspect belts, replace as needed

2. Summer Inspection/Service: The Contractor shall schedule and perform the following in addition to Preventative Maintenance Regularly Scheduled Activities:

    A. Replace filters, inspect belts, replace as needed
    B. Visually inspect all wiring

3. Fall Inspection/Service: The Contractor shall schedule and perform a Pre-Heating season maintenance service call. The following services shall be performed in addition to Preventative Maintenance Regularly Scheduled Activities:
    A. Cycle and check each unit for proper heating operation
    B. Check and clean pilot lights and bearings if needed
    C. Replace filters, inspect belts, replace as needed
    D. Visually inspect all wiring
    E. Inspect and service or repair gas radiant tube and space heaters

4. Winter Inspection / Service: The Contractor shall schedule and perform the following services in addition to Preventative Maintenance Regularly Scheduled Activities.

    A. Replace filters, inspect belts, replace as needed
    B. Visually inspect all wiring

5. Preventative Maintenance Regularly Scheduled Activities: Preventative Maintenance shall be comprehensive and consist (at minimum) of the following:

    A. Heating and Air Conditioning Equipment

        a) Check with Facility Maintenance Supervisor for operational deficiencies
        b) Check area around equipment
        c) Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition
        d) Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed
        e) Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear
        f) Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions
        g) Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies
        h) Check system thermostat operation, temperature and pressure controls and adjust as necessary
        i) Inspect and tighten all electrical connections
        j) Check for proper voltage and amp draw
        k) Inspect safeties
        l) Inspect all contacts and relays
        m) Inspect all wiring for chafing, burning, or deteriorated insulation
        n) Inspect all breakers
        o) Inspect capacitors
        p) Check rain guards
        q) Check insulation and clamps
        r) Check and adjust dampers
        s) Lubricate all motors, bearings, and other moving parts
        t) Inspect air filters and clear or replace as needed (air filters to be provided by Contractor)

u) Check all applicable belts for proper condition; replace all belts once beginning of each contract year and then as necessary
v) Check all applicable belt tension and adjust as necessary
w) Check drives and pulleys for tightness and alignment
x) Inspect fan control
y) Inspect and adjust all valves
z) Inspect oil in compressors and add as necessary
aa) Wash fans at beginning of each contract year
bb) Any applicable VAV Boxes are to be serviced once per year
cc) Check for unusual noises, vibration, and wear
dd) Carry out other preventative maintenance procedures recommended by the equipment manufacturer
ee) Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to see that it is in good operational condition and at optimum efficiency
ff) Provide itemized checklist documentation of preventative maintenance activities per location and report observations and any unusual or out of scope conditions to the Maintenance Supervisor
gg) Recommend the repair of the device by the addition of replacement parts, should the describe maintenance not be adequate
hh) Recommend the replacement of the device if needed, in view of its condition, age, and cost of previous subsequent repair
ii) Provide service tag on all service units, containing the information listed per specifications

B. Heating Equipment
a) Inspect all pilot lights and operation of the ignition system
b) Inspect and clean the flame sensor
c) Inspect and adjust burner assembly
d) Inspect flue pipe, diverter, and flue connections
e) Inspect the heat exchanger
f) Inspect heating coils
g) Inspect temperature rise
h) Inspect furnace safety controls
i) Inspect fuel input
j) Inspect for gas leaks
k) Inspect gas valve operation
l) Inspect gas pressure and set factory specifications
m) Inspect backup heat elements
n) Inspect sequencer operation
o) Inspect actual amperage draw on motors
p) Inspect actual voltage to the unit
q) Inspect oil filter and oil pressure switches
r) Inspect all high limits and safety controls
s) Inspect reversing valve operation
t) Inspect valves, step traps, and belts

u) Inspect any applicable hot water heaters, boilers, and related pumps. Inspection shall include annual tune-up of burners and cleaning of boilers as required

C. Air Conditioning Equipment
   a) Check refrigerant systems for leaks and operation
   b) Inspect temperature drop
   c) Check condenser general operation and condition and clean condenser coil thoroughly at the beginning of each contract year and then as necessary
      i. Check for scaling or corrosion of water-cooled condensers, clean as required
      ii. Check condition of air-cooled condensers, clean as required
   d) Check and adjust condensate pumps and drains as necessary
   e) Inspect and clean condensate drain pan, drains, and traps to ensure proper draining. Inform the Facility Maintenance Supervisor of unusual or discolored drain pan accumulations
   f) Inspect condenser fans – blade conditions, clearances, etc.
   g) Lubricate condenser fan motors and bearings
   h) Inspect amp and voltage draw
   i) Inspect evaporator coils and clean at the beginning of each contract year, then as necessary
   j) Inspect evaporator drip pan, drains, and filters
   k) Inspect all compressors and starter – contacts and free movement
   l) Inspect compressor general operation and condition, oil level, head pressure, and suction pressures
   m) Inspect refrigerant pressure and change
   n) Inspect refrigerant system for leaks and for potential leak points – chafing lines, cap tubes, etc.
   o) Record amount of refrigerant. If applicable, remove from system and replace appropriate amount
   p) Inspect unit disconnect system. Record unit voltage – rated and actual
   q) Inspect “economizer”, if applicable
   r) Megohm or oil test compressors – record readings
   s) Inspect compressor terminals
   t) Inspect disconnect power box
   u) Inspect all coils for cleanliness, fin condition
   v) Check for leaks in air supply if applicable
   w) Inspect the system to avoid the correct freeze up

D. Air Handlers
   a) Check and change filters as necessary
   b) Replace all belts one time per year
   c) Check drive components for wear and alignment
   d) Check blower wheels – conditions and cleanliness
   e) Inspect blower housing, deck mountings – cracks, loose bolts, etc.
   f) Check fan bearings
   g) Check blower bearings
   h) Check blower motor bearings

i) Lubricate all bearings at least once at the beginning of each contract year and then as necessary
j) Record supply fan amperage – rated and actual
k) Record return fan amperage – rated and actual
l) Inspect and service VFDs located at each AHU per the following:
    i. Clean with dry nitrogen, blowing out the permanent air filter
    ii. Wipe down cabinet interior, check for proper electrical ground
    iii. Check with Triac for voltage leakage, tighten connections, and check and reset any alarms (replace/repair parts when necessary)
m) Inspect all wiring for chafing, burning, and deteriorated insulation
n) Record overall condition of equipment
o) Check heat and cooling coils for cleanliness and clean if needed

E. Residential Refrigerant Type A/C Units, Heat Pumps
- Check economizer operation
- Check compressor crankcase heater(s)
- Record:
    i. Compressor voltage
    ii. Compressor amperage
    iii. Operating suction pressure
    iv. Operating head pressure
    v. Operating superheat
    vi. Operating oil level
    vii. Operating oil pressure
        1. Check unloader function, if applicable
        2. Check hot gas bypass function, if applicable
        3. Check all controls for proper function and set points
        4. Check and record discharge air temperature
        5. Record overall condition of equipment

F. Forced Hot Air Heaters, Gas
a) Check combustion controls
b) Check room air intake system
c) Check contacts
d) Check mercury bulbs
e) Inspect all wiring for chafing, burning, and deteriorated insulation
f) Clean internal surfaces, if necessary
g) Clean external surfaces
h) Clean burner assembly, if necessary
i) Clean fireside
j) Clean flue
k) Inspect refractory
l) Prepare heater for winter conditions
m) Do efficiency test and record
n) Log heater condition at departure

G. Controls – Temperature, Humidity HVAC Sensors
a) Check alarms

b) Check the operation of all controls, thermostats, starters, relays, pressure switches, disconnect switches and fuses
c) Perform programming adjustments where needed
d) Clean where needed
e) Check for any overrides
f) Check set points, make adjustments where needed
g) Check contacts and relays, clean and tighten contact where necessary
h) Check thermostats, calibrate if necessary
i) Check sensors and adjust if necessary

H. Chillers and Boilers
a) Visual inspections of:
i. Fan assemblies
ii. Belts and sheaves
iii. Motor mounts and vibration pads
iv. Electrical connections and contactors
v. Heating and cooling coils
vi. Filter media and racks
vii. Sign glass condition
viii. Bearings
ix. Spray nozzles and pans
x. Igniter and flame assembly
xi. Heat exchanger
xii. Compressor sections
xiii. Condensing sections
xiv. Heating sections
xv. Humidifiers and strainers
xvi. Seals and packing
xvii. Condensate drains and pans
xviii. Flame composition
b) Physical check and/or test of components including but not limited to:
i. Lubrication requirements
ii. Oil sump, heaters, and temperatures
iii. Starter operations
iv. Water flows
v. Alignment on couplings
vi. Motor operating conditions
vii. Suction and discharge pressures
viii. Flow switch operations
ix. Control interlocks
x. Flue stack assembly
xi. Damper operations
xii. External interlocks
xiii. Motor voltage and amperage
xiv. Refrigerant charges
xv. System(s) leaks
xvi. Oil and fluid levels
xvii. Pressure and temperatures

xviii. Outside air intakes
xix. Refrigerant pump down

c) Perform air filter replacements provided by the Contractor

I. Raypak Boilers

a) Replace air filters
b) Replace the hot surface igniter and flame rod if necessary
c) Inspect the gas pressure, combustion pressure, flue, and operating controls
d) Calibrate temperature sensors
e) Perform operating check and log performance data
f) Observe operation of related pumps
g) Take external bearing temperature readings with laser thermometer, grease bearings

J. Screw Chillers

Water-cooled Trane RTCH Chiller annual to include but not limited to the following:

a) Mega-Ohm (megger) readings of the main compressor motor
b) Contractor to conduct an EPA refrigerant leak check and audit per California State Law, AB32
c) Condenser tube brushing
d) Oil filter replacement and oil sample for laboratory Spectro analysis and report
e) Check operation of oil heater, controls, and safeties
f) Calibrate temperature and pressure sensors
g) Perform operating check and log performance data
h) Check and record approach in both evaporator and condenser
i) Observe operation of related pumps
j) Take external bearing temperature readings with laser thermometer, grease bearings as needed

K. Air Cooled Chiller

Air-cooled Carrier 30RAN Chiller annual to include but not limited to the following:

a) Mega-Ohm (megger) readings of the compressor motors
b) Contractor to conduct an EPA refrigerant leak check and audit per California Law, AB32
c) Condenser tube brushing
d) Check operation of the oil heaters, controls, and safeties
e) Calibrate temperature and pressure sensors
f) Perform operating check and log performance data
g) Check and record approach in both evaporator and condenser
h) Observe operation of related pumps
i) Take external bearing temperature readings with laser thermometer, grease bearings as needed
j) Wash condenser coils with water and an EPA approved coil cleaner

L. Cooling Tower

a) Basin cleaning
b) Tower strainer cleaning
c) Float assembly adjustment
d) Inspection of make-up water system
e) Check fan belt, adjust and replace if needed. Contractor to provide matched drive belts, inspect and grease bearings
f) Remove debris from tower basin and remove from site for proper disposal

M. Smardt Turbocor Air Cooled Chiller (Police Department)
a) Check for visible mechanical damage to compressor
b) Check for excessive vibration from other rotating equipment
c) Connect to the compressor using the Service Monitoring Tools software and download fault and event logs. Review and save logs for future reference
d) Check main power supply voltages
e) Check for signs of hotspots/discoloration on power cables
f) Check amperages as per design
g) Check DC bus voltage
h) Check capacitor mid bus voltage
i) Check all communication cables are secure and tight
j) Check all electronic modules are secure
k) Check physical condition of all exposed printed circuit boards (PCBs)
l) Check system refrigeration charge
m) Check system and motor cooling liquid line to ensure sufficient sub-cooling
n) Verify discharge check valve operation
o) Check airflow is not obstructed
p) Check fin surfaces are clean
q) Check fan rotation (direction)
r) Annual service to include:
i. Contractor to conduct an EPA refrigerant leak check and audit per California State Law AB32
ii. Check electrical terminals are tight
iii. Check operation of all system safety devices and interlocks
iv. Check for oil in the system (compressor must operate in an oil-free environment)
v. Check all exposed PCBs for dust build-up and clean if necessary
vi. Check calibration of pressure/temperature sensors
vii. Check operation of IGV assembly
viii. Check superheat level/control, if applicable
ix. Check EXV winding resistance
x. Check fan motor overload devices
xi. Perform moisture-prevention measures
xii. Clean condenser coils with water and an EPA approved coil cleaner
xiii. Check fan blades for tightness on shaft
xiv. Check fans for loose rivets and cracks
xv. Check coil fins for damage
xvi. Check and record approach in both evaporator and condenser for each circuit
xvii. Take external bearing temperature readings with laser thermometer

xviii. Observe operation of related pumps
xix. Check bladder-type expansion tanks for proper air pressure, adjust as required

N. Ajax Boilers (Police Department)
a) Test operating and temperature controls
b) Observe noise level
c) Check for water leaks and lockout codes
d) Test operating control
e) Check pilot/main flame signal using a voltmeter
f) Inspect and clean air filter
g) Observe condition of main flame
h) Annual service to include:
i. Lubricate pilot blower
ii. Check the burner
iii. Clean the coils
iv. Clean gas inlet screen
v. Examine vent system
vi. Examine connections
vii. Check for corrosion
viii. Test for gas leaks
ix. Perform a pilot spark test (every 6 mo.)
x. Perform combustion test (check CO, CO2, excess air, nox, and combustion chamber pressure)
xi. Calibrate temperature sensors, perform operating check and log performance data
xii. Observe operation of related pumps
xiii. Check bladder-type expansion tanks for proper air pressure, adjust as required

O. Chilled Water Air Handling Units, except the firing range units (Police Department)
a) Inspect the air handling units for operation
b) Check supply and return fan motors for proper operation
c) Check unit for abnormal vibration or broken supports
d) Check wiring for burnt or chafed conductors
e) Check belts, bearings, and sheaves for wear, damage, and alignment
f) Check contactors and relays for pitting, wear, and damage
g) Check heating and cooling coils for leaks, lint, and dirt condition
h) Check and clean coil drain pans
i) Check and adjust air dampers (outside, mixed, and return)
j) Replace all air filters (Contractor to provide filters)
k) Check air filter housing integrity
l) Check P-trap, prime as needed to ensure proper operation
m) Check drive alignment, wear, seating, and operation
n) Annual service to include:
i. Wash cooling coil
ii. Perform and log full load performance check
iii. Meg-Ohm (check motors [20Hp and greater] log values)
iv. Disassemble and clean magnetic motor starters

v. Check and tighten electrical connections
vi. Lubricate supply, return fan and motor bearings
vii. Check operation of dampers and actuators
viii. Check integrity of all panels on equipment, replace fasteners as needed
ix. Inspect for evidence of moisture carryover beyond the drain pan from cooling coils
x. Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity
xi. Check, make appropriate adjustments and if needed, replace fan belts (Contractor to provide belts)

P. Variable Frequency Drives VFDs (Police Department)
a) Clean cabinet with nitrogen and vacuum
b) Confirm operation of muffin fan
c) Tighten all electrical connections
d) Return unit to normal operation
e) Annual service to include:
i. Clean the permanent air filter
ii. Check for proper electrical ground
iii. Check the Triac for voltage leakage
iv. Tighten connections
v. Check and reset any alarms

Q. Trane Condensing Units (Police Department)
a) Check compressors and fan motors for proper operation
b) Check refrigerant tubing for chafing, vibration, or broken supports
c) Check wiring for burnt or chafed conductors
d) Check refrigerant system for proper charge and operation
e) Check contactors and relays for pitting, wear, and damage
f) Annual service to include:
i. Perform leak check
ii. General cleaning and lubrication
iii. Check and tighten electrical connections
iv. Clean condenser coils with water and an EPA approved coil cleaner

R. DX Air Handling Units (Police Department)
a) Inspect the air handling units for proper operation
b) Check supply and return fan motors for proper operation
c) Check unit for abnormal vibration or broken supports
d) Check wiring for burnt or chafed conductors
e) Check belts, bearings, and sheaves for wear, damage, and alignment
f) Check contactors and relays for pitting, wear, and damage
g) Check heating and cooling coils for leaks, lint, and dirt condition
h) Check and clean coil drain pans
i) Check and adjust air dampers (outside, mixed, and return)
j) Replace all air filters (Contractor to provide filters)
k) Check air filter housing integrity

l) Check P-trap, prime as needed to ensure proper operation
m) Check drive alignment, wear, seating, and operation
n) Annual service to include:
    i. Wash cooling coil
    ii. Perform and log load performance check
    iii. Meg-Ohm (check motors [20Hp and greater] log values)
    iv. Disassemble and clean magnetic motor starters
    v. Check and tighten electrical connections
    vi. Lubricate supply, return fan and motor bearings
    vii. Check operation of dampers and actuators
    viii. Check integrity of all panels on equipment, replace fasteners as needed
    ix. Inspect for evidence of moisture carryover beyond the drain pan from cooling coils
    x. Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity
    xi. Check, make appropriate adjustments and if needed, replace fan belts (Contractor to provide belts)
    xii. Inspect/replace hot and cold water line actuators when necessary

Note: City is responsible for the monthly chilled water treatment for the chiller.

6. Biannual Maintenance - Indoor and Outdoor Coil cleaning is to be completed on a bi-annual basis (twice per year), regularly scheduled in April and October, unless otherwise specified by the Facility Maintenance Supervisor or Authorized City Representative.

7. Annual Maintenance – Contractor will perform scheduled annual preventative maintenance in accordance equipment manufacturer's instructions and recommendations, with a program of standard routines as determined by your experience, equipment application, and equipment operating hours and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season.

8. Contractor will troubleshoot and/or diagnose HVAC/Mechanical problems and recommend emergency or routine repair programs as required. Contractor will also provide recommendations for additional service(s) that will better enhance equipment performance. Annual maintenance and repairs will be performed on an hourly basis under the On-call HVAC Services portion of the Agreement. Services include, but not limited to:

    A. Eddy Current Testing - Contractor will perform non-destructive eddy current tests on the chiller equipment listed. Testing will be conducted on the condenser and evaporator tub bundles every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment, tubes and tube sheets.

B. Oil Analysis - Contractor will perform oil analysis on equipment listed. Testing will be conducted every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on sample tested identifying the test date, chiller location, manufacturer, model system, serial number, oil type, and oil information, test results with description of any abnormal conditions that may exist and recommendations.

C. Vibration Analysis - Contractor will perform vibration analysis on equipment listed. Testing will be conducted every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, and test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment.

9. Building Automation Services – Quarterly services will be provided by the Contractor starting within two weeks of contract award or per the discretion of the City Facility Supervisor. Building automated services will be provided at the following locations:

    - City Hall: 13220 Central Ave.
    - Police Department: 5450 Guardian Way

Contractor is to conduct a complete inspection, improve equipment operations, increase energy efficiency and other necessary services to reduce or eliminate all premature equipment failure or downtime per the list below:

- Clean control panels and verify the ambient temperature within the panels is not extreme.
- Verify electrical connections in the panels are secure and not loose.
- Check and verify that all controllers are online and their programs are intact and are running properly.
- Maintain the system graphical displays and make changes as facilities personnel require.
- Perform software maintenance, file maintenance and database backups (on-site and remote).
- Check and remove conditions or situations that reduce system optimization.
- Review historical logs to determine control effectiveness and efficiency.
- Field sensor (temperature, humidity, pressure, flow, etc.) accuracy verification and calibration based on spot checks.
- Perform hardware communication tests to determine functional verifications of proper and consistent digital communication.
- Evaluate program control loops and implement modifications and tuning in an effort to enhance system performance.
- Provide supplemental training for system users and operators on an as needed basis.
- Address issues and problems discovered by the City between visits that have been recorded in an on-site trouble log.
- Implement free software system upgrades when these upgrades are released by the manufacture.
- Verify the following:

- Proper operation of dampers.
- Proper operations of valves.
- Equipment (fan, pump, etc.) variable frequency drive (VFD) operation is working correctly.
- Economizers are not jammed or stuck and exhaust fans are operating correctly.
- Make recommendations to City regarding potential modifications of the existing operating hardware and software to enhance performance and increase efficiency. Provide the City with a cost for any upgrades. Upon approval, the City will issue a separate purchase order for the upgrade.
- Inform the City of any control system hardware or software upgrades which may be beneficial to the system operation.
- Provide a equipment performance report which is to be submitted to the City after each preventative maintenance visit.

III. ON-CALL HVAC SERVICES

On-call Non-Emergency and Emergency HVAC Service calls shall be performed on a 24-hour, 7-day- a-week basis, and unrelated to preventative maintenance activities. The on-call services bid item will provide qualified manpower and equipment on an hourly basis to perform routine HVAC/Mechanical repairs or replacements that do not fall under the description of Preventative Maintenance.

1. On-call non-emergency HVAC service calls: When notified, the Contractor will respond by telephone within thirty (30) minutes after the request is placed. At the discretion of the Facility Maintenance Supervisor, the Contractor shall physically respond to repair calls during normal business hours (Monday – Friday, 6:00 a.m. – 6:00 p.m.) within four (4) hours of receiving the call. Repair calls that occur between 6:00 p.m. through 6:00 a.m., or on weekends and holidays, will be billed at the appropriate premium time rate differential. The Contractor has to provide a written estimate for non-emergency service calls within two (2) days and begin repair work within five (5) days of the original request if the proposed repairs are approved.

    A. The Parks and Facilities Manager will authorize all non-emergency work. The Contractor will provide written “not-to-exceed” estimates on all non-emergency work. The estimate will include the number of hours, hourly rate, number and type of employees required, estimated material cost and completion date.
    B. It will be the Contractor’s responsibility to ensure they have all information to prepare accurate estimates, at no additional cost to the City.
    C. Work will only be performed with the City’s written authorization within the time agreed upon between the City and the Contractor. Upon authorization, actual work will not exceed the Contractor’s estimate. Unreasonable estimates will be deemed cause to terminate this contract.

2. Emergency HVAC Service Calls: When notified, the contractor will respond by telephone within thirty (30) minutes and provide service at the affected site within two (2) hours after the request is placed. The Contractor shall provide a twenty-four (24) hour emergency phone number. The City reserves the right to contract with any vendor in the case of an emergency if no response or untimely response has been made by the contractor. The Parks and Facilities Manager will authorize all emergency work.

IV. INITIAL SERVICES

1. First Preventative Maintenance Visit: The Contractor shall make arrangements with the Facility Maintenance Supervisor, once the contract is awarded, to perform the Preventative Maintenance seasonal service visit necessary for the current time of the year, within four weeks of the contract documents being completed. The Contractor shall then provide a preventative maintenance and inspections program covering all City HVAC equipment to the Maintenance Supervisor, within ten (10) calendar days of the first service visit. The remaining quarterly visits shall then be scheduled as listed herein or as determined by both parties.
2. First Preventative Maintenance Visit Inventory: The first service for each unit will include confirmation, in writing, of each unit's location, type, model number, serial number, size and filter. The Contractor shall manually write-in any updates/changes needed for the HVAC Equipment Inventory and submit it to the Facility Maintenance Supervisor within four (4) months from the contract being executed. Contractor shall submit updated inventory list to the Facility Maintenance Supervisor annually at the beginning of the contract year.
3. Annual Audit: At the request of the Facility Maintenance Supervisor, Contractor to provide a detailed audit of the condition of equipment and provide recommendations.

V. NOTIFICATIONS

The Contractor will notify at least one City representative in the order listed below for impacts to each related activity, a minimum of forty-eight (48) hours before start of any maintenance service.

Martin Soto	Facility Maintenance Supervisor	(909) 536-8769
Jeff Benson	Parks and Facilities Manager	(909) 334-3479

VI. SERVICE HOURS

The Contractor shall be prepared to respond to all requests for service 24 hours per day, 365 days per year including unscheduled or emergency work during the following time periods below. The following service hours shall be the basis for the On-call HVAC Services portion of the Agreement.

1. Business Hours: Shall be work performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding legal holidays,
2. Emergency and After-Hour Services: Refers to services/repairs that must be made to continue the uninterrupted operations of the City during regular business hours requiring a response time outside of standard business hours. Work after hours shall be performed after regular business hours, Saturdays, Sundays, or during any City holiday requiring immediate response for any emergency situations that arise.
3. Hours outside the designated regular business hours will be allowed by the City if deemed necessary and approved in advance and in writing by the City's designated representative.
4. Work performed in excess of regular work hours or on weekends or holidays shall be based on the appropriate premium time rate differential. Contractor shall submit a total hourly and rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.

A. Contractor shall try to complete work during the service call in order to prevent follow up work. If follow up work is required to correct recent work, including improper repairs, installation, or substandard parts, the City shall not be charged.
B. If a job cannot be completed during regular business hours and the Contractor can make a temporary repair, the Contractor will be allowed to finish the repair during regular business hours.

VII. RESPONSE TIME

All planned service under this Agreement will be performed during the City's regular business hours from 6:00 AM to 6:00 PM, Monday to Friday.

1. Preventative Maintenance Service Visits: The Contractor shall notify the Facility Maintenance Supervisor a minimum of 48 hours prior to appearing onsite for a preventative maintenance service. Routine services shall be performed from 6:00 AM to 6:00 PM Monday through Friday.
2. The City expects the Contractor to give "priority" service to any call for repairs in the City. Contractors responding to this bid must be able to provide service within the times noted herein 24 hours a day, 7 days a week, 365 days a year, including holidays for the duration of this contract.
3. The Contractor must regularly report to the Facility Maintenance Supervisor to keep the City informed of the status of work being performed. Time shall be based on actual time spent on the job site(s). Travel charges to the job site will not be allowed. Lunch break time periods will also not be allowed to be charged.

VIII. TOOLS AND EQUIPMENT

The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in City facilities. The City reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

At the request of the City, the Contractor must be able to provide rental equipment if necessary while repairs or replacements are being made.

IX. SERVICE TAG

All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information: the date serviced, the name of the technician(s), and a description of the service(s) performed. The service tag/sticker must contain adequate space to document future repairs and must be placed in a location to prevent weather related damages. The technician shall not place the new service tag over pre-existing service tags, including tags that have previous history and repairs.

X. WARRANTY SERVICE

Contractor material and workmanship guarantee for one (1) year after acceptance. Where parts or material becomes defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty.

XI. PAYMENT

All payments will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be emailed to the City's accounts payable at ap@cityofchino.org.

XII. WAGES PAID TO CONTRACTOR'S WORKERS

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative to HVAC maintenance. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

XIII. CONTRACT PERIOD, RENEWAL, AND PRICE ADJUSTMENTS

The facilities HVAC contract will be for three (3) years. This contract may be extended by the City for additional two (2) years after the initial contract period. Before the contract renewal period, the maximum total hourly rate increase for that contract period may be increased up to 5% from the preceding term based on approval by the City. The City in its discretion may base increases in the contract price on relevant fluctuations in the Construction Price Index ("CPI") for the Riverside-San Bernardino-Ontario metropolitan area.

XIV. INVENTORY LIST

LOCATION	ADDRESS	TYPE/ITEM DESCRIPTION	MANUFACTURER	MODEL NUMBER
CITY HALL SALLY PORT	13250 Central Ave	BOILER	RYPAK	H7-2004
CITY HALL SALLY PORT	13250 Central Ave	CHILLER	TRANE	RTHC1B1F0H0B1LFVQUCD
CITY HALL SALLY PORT	13250 Central Ave	CHILLER	CARRIER	30HXC186R--640--
CITY HALL ROOF TOP	13220 Central Ave	CHILLER	CARRIER	30RAN015---511PT
CITY HALL ROOF TOP	13220 Central Ave	AIR HANDLER	MCQUAY	RDS800BY
CITY HALL ROOF TOP	13220 Central Ave	AIR HANDLER	MCQUAY	RDS800BY
CITY HALL COUNCIL CHAMBERS	13220 Central Ave	AIR HANDLER	TRANE	4YCC4036A1070AB
CITY HALL COUNCIL CHAMBERS	13220 Central Ave	AIR HANDLER	TRANE	4YCC4036A1070AB
CITY HALL BASEMENT	13220 Central Ave	AIR HANDLER	YORK	39MN08B00561N11XXS
NAC	5201 D. St.	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006
NAC	5201 D. St.	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006
NAC	5201 D. St.	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006
NAC	5201 D. St.	PACKAGED GAS/ELECTRIC	CARRIER	48HJD012
NAC	5201 D. St.	PACKAGED GAS/ELECTRIC	CARRIER	48HJD025
CHILDREN'S YOUTH MUSEUM	13191 6th St..	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006--531--
CHILDREN'S YOUTH MUSEUM	13191 6th St..	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006--531--

CHILDREN'S YOUTH MUSEUM	13191 6th St..	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006--531--
CHILDREN'S YOUTH MUSEUM	13191 6th St..	PACKAGED GAS/ELECTRIC	CARRIER	48HJD006--531--
LIBARAY	13180 Central Ave.	BOILER	RYPAK	H3-HD401
LIBRARY	13123 libaray Ra.	CHILLER	CARRIER	30RAP0405JC4DF10
LIBRARY	13180 Central Ave.	AIR HANDLER	PACE	A-30 AF SI
7TH ST THEATER	13123 7th St.	PACKAGED GAS/ELECTRIC	CARRIER	48GPN024040311
7TH ST THEATER	13123 7th St.	PACKAGED GAS/ELECTRIC	CARRIER	48GPN024040311
7TH ST THEATER	13123 7th St.	PACKAGED GAS/ELECTRIC	CARRIER	48GPN024040311
7TH ST THEATER	13123 7th St.	PACKAGED HEAT PUMP	YORK	50FCQM17A3A5A0A0A0
7TH ST THEATER	13123 7th St.	SPLIT SYSTEM HEAT PUMP	YORK	38YCC060540/FB4RNF050
PUBLIC WORKS ADMIN	5050 Schaefer Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJ090510N2EZZ50001A
PUBLIC WORKS ADMIN	5050 Schaefer Ave.	PACKAGED HEAT PUMP	YORK	XP090C00R2A1BAA1A2
PUBLIC WORKS ADMIN	5050 Schaefer Ave.	PACKAGED HEAT PUMP	YORK	B1HX036A06A
PUBLIC WORK WAREHOUSE	5050 Schaefer Ave.	SPLIT SYSTEM HEAT PUMP	YORK	CZH02411CA/MC35B3XH1H
PUBLIC WORK WAREHOUSE	5050 Schaefer Ave.	SPLIT SYSTEM HEAT PUMP	YORK	CZH02411CA/MC35B3XH1H
PUBLIC WORK WAREHOUSE	5050 Schaefer Ave.	SPLIT SYSTEM HEAT PUMP	YORK	YZH036311B/AM480CT
FLEET	5050 Schaefer Ave.	COOLER	REZNOR	RDH350
FLEET	5050 Schaefer Ave.	COOLER	REZNOR	RDH350
COMMUNITY BUILDING	5443 B. St.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
COMMUNITY BUILDING	5443 B. St.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
COMMUNITY BUILDING	5443 B. St.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
COMMUNITY BUILDING	5443 B. St.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
COMMUNITY BUILDING	5443 B. St.	SPLIT SYSTEM HEAT PUMP	YORK	YHJF24S41S1A
COMMUNITY BUILDING	5443 B. St.	SPLIT SYSTEM HEAT PUMP	YORK	YCS36B22SA
OLD SCHOOL HOUSE	5493 B. St.	SPLIT SYSTEM HEAT PUMP	YORK	YHE48B21SA/AX480CT
OLD SCHOOL HOUSE BARN	5493 B. St.	MINI SPLIT SYSTEM	SAMSUNG	AM048TXMDCH
FAMILY SERVICES	13271 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	580BPZ240255AAAV
APOC	5575 Edison Ave.	SPLIT SYSTEM HEAT PUMP	YORK	YHJD60S44S4A/AHX60D3XH21A
CITY HALL SOUTH	13250 Central Ave.	PACKAGED HEAT PUMP	YORK	B1HH060A25B
CITY HALL SOUTH	13250 Central Ave.	PACKAGED HEAT PUMP	YORK	B1HH060A25B
CITY HALL SOUTH	13250 Central Ave.	AIR HANDLER	MCQUAY	RDS802BY
CITY HALL SOUTH	13250 Central Ave.	AIR HANDLER	MCQUAY	RDS802BY
GREY BUILDING	13150 7th St.	SPLIT SYSTEM GAS	YORK	CZH06011CA/TM9X060B12MP11A
GREY BUILDING	13150 7th St.	SPLIT SYSTEM GAS	YORK	CZH06011CA/TM9X060B12MP11A

LIBERTY PARK	11860 Telephone Ave.	PACKAGED HEAT PUMP	BARD	W36H1-AOOVP4
LIBERTY PARK	11860 Telephone Ave.	PACKAGED HEAT PUMP	BARD	W36H1-AOOVP4
MONTE VISTA PARK	13196 Monte Vista Ave.	SPLIT SYSTEM	YORK	YCJD60S41S2A
MONTE VISTA PARK	13196 Monte Vista Ave.	PACKAGED HEAT PUMP	YORK	HA120C00A2AAA1A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJO90S10N2EZZ50001A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJO90S10N2EZZ50001A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJ061S07N2EZZ50001A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJ061507N2EZZ50001A
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	YORK	ZJ300S32J2EZZ10001B
SENIOR CENTER	13170 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	48HJM004
SENIOR CENTER	13170 Central Ave.	MINI SPLIT SYSTEM	MITSUBISHI ELECTRIC	PUZ-836NK37
COCC	13201 Central Ave.	CHILLER	YORK	YCAL0055EC46XDBSDT
COCC	13201 Central Ave.	BOILER	AO SMITH	GB0 750 E42N020000
COCC	13201 Central Ave.	AIR HANDLER	MAGIC AIRE	090-BRW-4-C
COCC	13201 Central Ave.	AIR HANDLER	MAGIC AIRE	60-BR-C
COCC	13201 Central Ave.	AIR HANDLER	MAGIC AIRE	60-BR-C
COCC	13201 Central Ave.	AIR HANDLER	MAGIC AIRE	60-BR-C
CHAFFEY/ASSEMBLY BUILDING	13160 7th St.	PACKAGED HEAT PUMP	YORK	WP078C00R4AABAA1A
CHAFFEY/TECH CENTER	13170 7th St.	PACKAGED GAS/ELECTRIC	LENNOX	LGA088HH2G
CHAFFEY/TECH CENTER	13171 7th St.	PACKAGED GAS/ELECTRIC	LENNOX	LGC072SH1G
CHAFFEY/TECH CENTER	13172 7th St.	PACKAGED GAS/ELECTRIC	LENNOX	LGC120SH1G
CHAFFEY/TECH CENTER	13173 7th St.	PACKAGED GAS/ELECTRIC	LENNOX	LGC102SH1G
CHAFFEY/TECH CENTER	13174 7th St.	PACKAGED GAS/ELECTRIC	LENNOX	LGC150SH1G
EPIC BUILDING	13106 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13107 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13108 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13109 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13110 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13111 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13112 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13113 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13114 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501
EPIC BUILDING	13115 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50HJQ006- - -501

EPIC BUILDING	13116 Central Ave.	PACKAGED GAS/ELECTRIC	CARRIER	50GCQM06A2A5A0A0A0
PD	5450 Guardian Way	CHILLER #1	Smardt	SAA059-2BG6-2A5V
PD	5450 Guardian Way	CHILLER #2	Smardt	SAA059-2BG6-2A5V
PD	5450 Guardian Way	BOILER #1	Ajax	WCP-2001-N
PD	5450 Guardian Way	BOILER #2	Ajax	WCP-2001-N
PD	5450 Guardian Way	SPLIT SYSTEM	Trane	TWE240E40TAA
PD	5450 Guardian Way	SPLIT SYSTEM	Trane	TTA240E40TAA
PD	5450 Guardian Way	SPLIT SYSTEM	Trane	4TEC3F60B1000AA
PD	5450 Guardian Way	SPLIT SYSTEM	Trane	4TWA3060A4000BB
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA010UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7603/ X13170900230
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA010UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7599/ X13170900190
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA021UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	177U0802/ X13170900301
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA010UACOO
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7603/ X13170900230
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA010UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7603/ X13170900230
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA003UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7595/ X13170900150
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7599/ X13170900190
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA006UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7599/ X13170900190
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7603/ X13170900230
PD	5450 Guardian Way	AHU RANGE SUPPLY	Team Air	CAH21600S
PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA014UAC00
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270
PD	5450 Guardian Way	AIR HANDLER	Trane	174F7608/ X13170900270

PD	5450 Guardian Way	AIR HANDLER	Trane	CSAA017UAC00
PD	5450 Guardian Way	AHU RANGE EXHAUST	Team Air	CAH28500S

ATTACHMENT A

Conflict of Interest Statement

Provide in this section a statement disclosing any past, ongoing or potential conflict of interest that your firm, proposed staff, or any subcontractors may have as a result of performing this work. **If there is no conflict of interest, then state "None."**

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Proposer entered into an Agreement with the City of Chino in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

Acknowledgement of Insurance Requirements

I, _____ (Printed Name), the _____(Title)

of _____(Company Name), certify that the Insurance Requirements set forth in the Proposed Agreement for this RFP have been read and understood. I certify that _____

_____(Company Name) (is/are) able to provide the coverages specified.

Exemptions to RFP

Proposers shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgement of receipt of all amendments and/or addenda to the RFP. Any requests for exceptions to the terms of the RFP and Professional Services Agreement (Attachment B) must be noted and submitted in a separate sheet marked "EXCEPTIONS TO RFP." City Attorney will review any exceptions submitted.

_____ _____

Signature of President, Secretary, Partner, Owner or Authorized Representative Date

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

Citywide HVAC Preventative Maintenance and Repairs

City of Chino
RFP#2025-0015A

PRESENTED TO:

City of Chino Purchasing Division

PRESENTED BY:

Nick Tickenoff

C.E. MECHANICAL, INC. 13327 ELLIOT AVE CHINO CA 91710 CSLB #: 765670

AUGUST 2015

Cover Letter

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

City of Chino – Purchasing Division
13220 Central Avenue
Chino, CA 91710

C.E. Mechanical, Inc.
13327 Elliot Ave Chino, CA 91710
Phone: (909) 548-0925
www.cemech.com · service@cemech.com

Subject: Proposal Submission - RFP #2025-0015 Citywide HVAC Preventative Maintenance and Repairs

To the City of Chino Evaluation Committee:

On behalf of C.E. Mechanical, Inc., we are pleased to submit this proposal in response to the City of Chino's Request for Proposals No. 2025-0015A. We appreciate the opportunity to support the City's municipal facilities with professional, reliable, and fully code-compliant HVAC maintenance and emergency services.

As a Chino-based contractor operating from our office at 13327 Elliot Avenue, we take pride in supporting our community with responsive service, strong local presence, and an unwavering commitment to safety, sustainability, and performance. C.E. Mechanical, Inc. is a fully licensed, bonded, and DIR-registered California mechanical contractor (CSLB License No. 765670, DIR No. 2000001498) with a 25-year track record of successful execution for public agencies across Southern California.

We acknowledge the City's need for dependable quarterly maintenance, time-sensitive emergency response, seasonal equipment optimization, and specialized BAS support. Our proposal affirms our readiness to mobilize within 14 calendar days of award and complete initial service within the City's required window. We maintain 24/7/365 emergency dispatch capacity with guaranteed on-site response within two hours for urgent calls.

This proposal, including all attachments and the separately submitted sealed cost file, shall remain valid for a period of no less than 120 calendar days from the RFP deadline. We confirm that all information is true and correct, and that we take no exceptions to the RFP terms unless explicitly stated in Attachment A. We also affirm that no conflicts of interest exist in connection with this proposal. We also confirm receipt and acknowledge Addendum 1 and 1A.

We thank the Evaluation Committee for this opportunity and look forward to the potential of continuing our service to the City of Chino. Should additional detail or clarification be required, please do not hesitate to contact me directly.

Nick Tickenoff

Nick Tickenoff
C.E. Mechanical, Inc.
(909) 230-2113
ntickenoff@cemech.com

Experience & Qualifications

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

C.E. MECHANICAL, INC.

(A C-20 LICENSED CALIFORNIA CORPORATION)

13327 ELLIOT AVE
CHINO, CA 91710

24/7 Service

Phone: (909) 548-0925
E-Mail: service@cemech.com

C.E. Mechanical, Inc. is a licensed, bonded, and DIR-registered California mechanical contractor (CSLB License No. 765670, DIR Registration No. 2000001498) headquartered in Chino, California. Our City of Chino Business License number is 24360.

For over 25 years, we have delivered professional, code-compliant HVAC and building automation services throughout Southern California, with a primary focus on serving municipal, institutional, and public agency clients. Our firm has developed a reputation for reliability, responsiveness, and technical excellence across a wide range of mechanical systems, including chillers, boilers, air handlers, pumps, controls, and energy-efficient retrofits.

Our experience spans the full lifecycle of HVAC system management - ranging from preventive maintenance and predictive diagnostics to capital equipment replacement and control system integration. We are familiar with the operational demands of public-sector facilities, including critical environments such as police departments, administrative centers, and community buildings. Our services consistently align with California Title 24 energy efficiency mandates, CALGreen building standards, and South Coast AQMD and CARB environmental compliance requirements.

C.E. Mechanical has proudly supported the City of Chino through multiple mechanical service contracts, including HVAC repairs, emergency callouts, and seasonal maintenance tasks. This longstanding relationship has given us deep familiarity with the City's equipment inventory, service expectations, and operational protocols. We have also delivered HVAC solutions for other municipalities and public agencies, giving us extensive knowledge of prevailing wage compliance, public works documentation, and California procurement practices. Our technicians are trained in ASHRAE 180 maintenance standards, EPA refrigerant management rules, and Cal/OSHA safety regulations. Field staff maintain current EPA 608 certifications and participate in ongoing manufacturer-specific training for systems including Trane, Carrier, and others.

We maintain deep expertise in optimizing integrated HVAC systems, including air- and water-cooled chillers, high-efficiency boilers, variable-frequency air handlers, rooftop units, split systems, and duct-mounted ventilation and filtration equipment. Our team also delivers control system diagnostics and BAS optimization services to ensure alignment with facility schedules, thermal performance targets, and fault detection protocols. Each service is backed by quality assurance procedures and a field-proven workflow that prioritizes energy performance, occupant comfort, and mechanical reliability.
As a Chino-based firm, we are uniquely positioned to respond rapidly to service requests, dispatch local technicians, and maintain hands-on oversight from our management team. We are very experienced working in occupied and sensitive civic environments and have coordinated closely with City staff to avoid disruptions, maintain safety, and ensure transparent communication.

C.E. Mechanical's combination of local experience, technical strength, and public agency familiarity enables us to meet the performance and reliability standards required under RFP #2025-0015A. We are fully prepared to support the City of Chino's infrastructure with trusted, compliant, and sustainable mechanical services.

Project Team Qualifications

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

JEFF LAKSO
LEAD FIELD PERSONNEL
JEFF.LAKSO@CEMECH.COM
(909) 270-6409

Jeff brings 26 years of experience in HVAC service and electrical work, specializing in compressors, dryers, package units of various tonnages, built-up systems, chillers, comfort cooling, process cooling, and retrofits. He has been a valuable part of C.E. Mechanical, Inc. for the past three years.

BRYAN WAKEFIELD
LEAD FIELD PERSONNEL
BRYAN.WAKEFIELD@CEMECH.COM
(562) 394-3515

Bryan brings over seven years of hands-on HVAC experience, with substantial involvement in municipal projects for the City of Chino, City and County of Riverside, and Los Angeles County. He has developed comprehensive knowledge of complex mechanical systems, including chillers, building automation controls, and integrated HVAC networks. Bryan holds certifications in Turbocor and Trane overhaul procedures, as well as LG and Mitsubishi VRF systems.

MIGUEL GUTIERREZ
SERVICE TECHNICIAN
MIGUEL.GUTIERREZ@CEMECH.COM
(909) 261-2136

Miguel has been with C.E. Mechanical for 6 years and is a reliable and trusted service technician. He has worked on City of Chino and Riverside County maintenance projects/scopes previously. His expertise in HVAC equipment will be vital for the routine procedures required by the RFP.

NICK TICKENOFF
CONSTRUCTION MANAGER
NTICKENOFF@CEMECH.COM
(909) 230-2113

With over a decade of experience experience, Nick is a Local 250 JJATC graduate (2010-2015) and Leon Maxwell Award winner. He specializes in diagnosing and resolving equipment issues, reverse engineering problematic systems, and leading projects from package unit change-outs (1-100 tons) to central plant installations. His expertise spans package unit maintenance, cooling tower overhauls (25-500 tons), and system retrofits.

ASSIGNED EMPLOYEES	DESIGNATION	PROJECT ROLE
Jeff Lakso	Lead Field Personnel	Primary HVAC Mechanic
Bryan Wakefield	Lead Field Personnel	Primary HVAC Mechanic
Miguel Gutierrez	Service Technician	Secondary HVAC Mechanic
Nick Tickenoff	Construction Manager	Supervisor
Apprentice Technicians (to be assigned)	Service Technician	General Low-Level Maintenance

All proposed primary technicians and supervisory personnel are based out of our central office at 13327 Elliot Avenue, Chino, CA 91710, and reside locally to ensure rapid response to all service and emergency calls. Our team is available 24 hours a day, 7 days a week, and is fully capable of meeting the City's specified two-hour emergency response requirement. Each team member is experienced in supporting public-sector facilities and possesses the technical qualifications required to service the City's diverse HVAC inventory, including chillers, boilers, BAS-integrated systems, and packaged units. Detailed resumes and references for staff are available upon request.

Plan Methodology and Project Approach

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

Project Understanding

C.E. Mechanical, Inc. understands that the City of Chino seeks a qualified mechanical contractor to deliver comprehensive, proactive HVAC preventative maintenance and on-call repair services across its public facilities. We recognize that this assignment is essential to supporting occupant comfort, energy efficiency, and uninterrupted operations across a diverse portfolio of City buildings. The RFP's scope - including quarterly preventative maintenance, biannual and annual specialized services, emergency response, and building automation support - requires a structured, accountable, and responsive program executed by experienced professionals.

Our approach combines field-tested maintenance procedures with smart scheduling, performance reporting, and technician continuity. We tailor each task to the specific equipment type, manufacturer guidelines, operational schedules, and code compliance requirements of the facility. Our service delivery model is built around four key principles: preventive action, operational transparency, systems optimization, and regulatory alignment.

We fully understand that the City's HVAC inventory includes a range of packaged rooftop units, split systems chillers, boilers, air handling units, and specialized equipment such as Smardt Turbocor chillers and integrated BAS platforms. These systems operate across police, administrative, and civic buildings with varying levels of criticality, occupancy schedules, and equipment access challenges.

The RFP specifies quarterly HVAC preventative maintenance at all covered facilities, with additional biannual coil cleaning, annual belt replacement, and emergency response with a two-hour arrival commitment. Building automation system inspections and adjustments are required quarterly at City Hall and the Police Department. Also included are specialized services such as oil analysis, vibration testing, and eddy current tube inspections for chiller systems.

C.E. Mechanical is fully prepared to fulfill all required tasks while maintaining detailed records, minimizing service interruptions, and proactively identifying issues that may impact performance or compliance. Our internal protocols exceed ASHRAE 180 and EPA 608 standards and incorporate manufacturer-specific PM schedules and reporting methods.

Preventive Maintenance Strategy

Each quarterly preventative maintenance visit follows a structured, equipment-specific checklist based on ASHRAE 180-2018 standards and OEM maintenance protocols. Our technicians begin with a complete visual and mechanical inspection of HVAC system components to identify wear, corrosion, or signs of degradation. Filters are replaced with a minimum MERV-10 rated media (and V-Belt MERV 14 for the Police Station Shooting Range AHU's), per City specifications, to maintain indoor air quality and protect internal coil surfaces. Belts are inspected, adjusted, and lubricated at each visit, with full replacements performed annually or sooner if wear thresholds are exceeded.

System performance is verified through refrigerant pressure readings, subcooling evaluations, and delta-T temperature checks across coils and heat exchangers. Technicians record voltage and amp draw measurements for motors, compressors, and fan assemblies to detect imbalance or early-stage failure. Thermostats and local control interfaces are tested for accuracy and functionality.

For City Hall and the Police Department, where building automation systems are in place, our technicians perform point-to-point verification of sensors and outputs, validate alarm functions, and confirm that setpoints and schedules align with occupant usage patterns. All inspection results, readings, and findings are documented electronically and reviewed by a field supervisor prior to submittal to City personnel.

All tasks are recorded digitally using our field service platform, allowing for photo documentation, timestamped task completion, and digital reporting. Work orders are submitted within 48 hours and can be formatted to match City reporting preferences. For chillers, boilers, and central plant equipment, our team performs detailed inspections using temperature delta readings, flow rate analysis, and trending of historical operational data when available. Critical components such as expansion valves, oil levels, condenser cleanliness, and compressor envelope readings are verified and logged.

Emergency Response and Dispatch Protocol

We provide 24/7/365 emergency service with a live dispatcher and technician on call at all times. Upon receiving an emergency request, our dispatcher verifies access conditions and technician availability and mobilizes a qualified service technician within minutes. All emergency calls are tracked in our internal system and followed by a completed service report within 24 hours. Because our team is based in Chino, we can meet the RFP's two-hour on-site response requirement without exception. We also pre-position tools and common spare parts for high-priority facilities such as police and administrative offices to minimize downtime.

Building Automation and Controls Support

Our BAS-qualified technicians perform quarterly inspections of control panels and user interface settings at City Hall and the Police Department. We verify sensor calibration, alarm functionality, time-of-day scheduling, and demand-response logic. Control sequences are adjusted as needed in accordance with Title 24 and occupant schedules. If trend data or occupancy feedback identifies inefficiencies, our team provides recommendations for minor logic edits, setpoint adjustments, or component replacement. For any systems operating on Tridium/Niagara, Carrier i-Vu, or equivalent open platforms, we are capable of performing deeper programming-level diagnostics. Our controls team works under the direction of our field supervisor to align automation system behavior with HVAC equipment health and energy goals.

Plan Methodology and Project Approach

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

Quality Control, Communication, and Reporting

Each preventative maintenance and repair task is logged through our digital service platform, which generates a completed checklist, photographic documentation of equipment and any identified deficiencies, and technician notes on observed conditions or developing trends. Recommendations for corrective actions are clearly noted, and each report includes timestamps and technician credentials.

All PMs are reviewed by a field supervisor prior to submittal, with a running log of completed work maintained by site. We also offer quarterly summary reports to support capital planning and budgeting. Regular coordination meetings with City staff are recommended to review service history, open repair items, and upcoming scheduling needs—ensuring proactive alignment and continuous improvement.

Innovations and Refinements

To enhance system performance and asset planning, C.E. Mechanical provides several refinements beyond the base scope. These include integration with existing BAS platforms to monitor trend data and detect system faults early, and advanced diagnostics for chillers and s based on temperature delta patterns and compressor cycling behavior. We also offer annual condition scorecards to support long-term equipment replacement strategies. Where applicable, we adjust PM schedules based on actual runtime or demand instead of fixed calendar intervals.

These innovations improve reliability, reduce reactive costs, and support the City's sustainability and operational resilience goals.

C.E. Mechanical, Inc. affirms without exception that we will perform the full scope of services defined in Section F of RFP #2025-0015A. This includes, but is not limited to, quarterly HVAC maintenance; biannual coil cleaning; annual belt replacement; chiller oil analysis, vibration testing, and eddy current inspections; BAS functionality checks at City Hall and the Police Department; and routine service of filters, refrigerant systems, dampers, heat exchangers, and so on. Our emergency team guarantees two-hour on-site response, and all service activities will be documented with photographic verification and technician credentials.

All work will be performed in strict compliance with Title 24, CALGreen, ASHRAE 180, SCAQMD, CARB, and Cal/OSHA requirements. Our pricing fully reflects the scope as written, with no exclusions. Should the City request additional refinements during the contract term, we are prepared to implement them promptly and in full regulatory alignment. C.E. Mechanical is committed to delivering responsive, compliant, and performance-driven HVAC services that meet the City of Chino's long-term operational goals.

Annual Escalation Clause

Pricing submitted herein shall remain firm for the initial twelve (12) months of the contract term. Thereafter, on an annual basis, pricing may be adjusted to reflect increases in the cost of labor and materials, based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, CA, All Items, as published by the U.S. Bureau of Labor Statistics (BLS).

Any adjustment shall be calculated using the most recent 12-month period available prior to contract renewal, and shall not exceed 3.5% per year unless otherwise approved in writing by the City of Chino.

If the CPI reflects a negative value (deflation), no increase will be granted. The contractor shall provide a written request for any adjustment, including supporting CPI data, no less than 30 days prior to the renewal date. No retroactive pricing changes will be permitted.

F. SCOPE OF SERVICES

Citywide HVAC Preventative Maintenance, Repairs, and Automation Scope of Work/Specifications

It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City commercial facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as quarterly scheduled routine inspection and proactive servicing of HVAC systems to facilitate heating/cooling with a minimal downtime. On-call, as-needed services (24 hours, 7 days a week, 365 days per year) will be for unplanned, and/or emergency repair services, as listed herein.

The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes, and regulations. The Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

Preventative maintenance and repairs described in this Scope of Work are to be performed on the HVAC equipment at the following locations in City of Chino:

1. Chino Police Department – 5450 Guardian Way
2. City Hall – 13220 Central Ave.
3. City Hall South- 13250 Central Ave.
4. Neighborhood Activity Center (NAC) – 5201 D. St.
5. Children's Youth Museum – 13191 6th St.
6. Chino Branch Library – 13180 Central Ave.
7. Assemblymember Office - 13160 7th St.
8. Gray Building (Chamber of Commerce) – 13150 7th St.
9. 7th Street Theatre – 13123 7th St.
10. Senior Center – 13170 Central Ave.
11. Carolyn Owens Community Center (COCC) – 13201 Central Ave.
12. Family Services – 13271 Central Ave.
13. Community Building – 5443 B. St.
14. Old School House Museum – 5493 B. St.
15. Public Works Services (Yard) - 5050 Schaefer Ave.
16. Ayala Park Operation Center (APOC) – 5575 Edison Ave.
17. Monte Vista Park – 13196 Monte Vista Ave.
18. Liberty Park – 11860 Telephone Ave.
19. Chino Champion – 13179/13191 9th St.
20. Chaffey Tech Center - 13170 7th St, Chino, CA 91710
21. EPIC Building - 13106 Central Ave, Chino, CA 91710

I. SERVICE SPECIFICATIONS

Preventative maintenance will include any and all costs for providing the necessary labor, tools, travel, equipment, mobilization/demobilization, licenses and incidental materials such as fluids, belts and filters, etc. per the Preventative Maintenance lists below to test, maintain, and diagnose the specified HVAC equipment, including but not limited to air flow analysis, water flow, delta T, humidity, Freon and electronic conditions.

Preventative Maintenance activities shall also specifically include but not limited to the following:

1. Test and Inspection – All labor to visually inspect and search for worn, failed and/or doubtful parts. Visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, VAV boxes, heat exchangers, etc. Make recommendations to the City of any necessary replacements and/or adjustments.
2. Preventative Maintenance and Predictive Maintenance – Labor to perform preventative maintenance on the equipment included. Maintenance intervals for systems and equipment are determined by run time, system use, application, location, and manufacturer's recommendations.
3. Consumable Materials – Normal consumable materials and supplies, such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, oil and clean-up materials.
4. Air Filter Media and Service – Includes regular air filter changing per the manufacturer's specifications. Includes monitoring of air filter conditions. Should additional changes be required, Air Filter Media and Service includes notifying the City of any recommended adjustments to the maintenance program.
5. Coil Service – Two (2) Semi-annual cleaning of each condenser coil during the contract year and or per manufacture's recommendations. Should additional cleaning be required, Coil Service includes notifying the City of any necessary adjustments to this program.
6. Belt Service – This agreement will include one (1) annual belt change for each belt in the system at the beginning of the contract year or per the manufacture's recommendations. Should additional belt changes be required, Belt Service includes notifying the City of any necessary adjustments to this program. Contractor to provide all belts.

II. PREVENTATIVE MAINTENANCE

Quarterly Service Activities: Along with Preventative Maintenance Regularly Scheduled Activities (see section below), the Quarterly Service Activities will be the City's primary maintenance program normally scheduled during the month of July, October, January, and April unless otherwise specified by the Maintenance Supervisor or Authorized City Representative.

1. Spring Inspection/Service: The Contractor shall schedule and perform a pre-cooling season maintenance service call. The following services shall be performed in addition to Preventative Maintenance Regularly Scheduled Activities.

    A. Cycle units and check pressures and refrigerant charge
    B. Ensure condensate lines are clean and pump is working properly
    C. Visually inspect all wiring
    D. Check and clean the indoor and outdoor coil if needed
    E. Replace filters, inspect belts, replace as needed

2. Summer Inspection/Service: The Contractor shall schedule and perform the following in addition to Preventative Maintenance Regularly Scheduled Activities:

    A. Replace filters, inspect belts, replace as needed
    B. Visually inspect all wiring

3. Fall Inspection/Service: The Contractor shall schedule and perform a Pre-Heating season maintenance service call. The following services shall be performed in addition to Preventative Maintenance Regularly Scheduled Activities:
    A. Cycle and check each unit for proper heating operation
    B. Check and clean pilot lights and bearings if needed
    C. Replace filters, inspect belts, replace as needed
    D. Visually inspect all wiring
    E. Inspect and service or repair gas radiant tube and space heaters

4. Winter Inspection / Service: The Contractor shall schedule and perform the following services in addition to Preventative Maintenance Regularly Scheduled Activities.

    A. Replace filters, inspect belts, replace as needed
    B. Visually inspect all wiring

5. Preventative Maintenance Regularly Scheduled Activities: Preventative Maintenance shall be comprehensive and consist (at minimum) of the following:

    A. Heating and Air Conditioning Equipment

        a) Check with Facility Maintenance Supervisor for operational deficiencies
        b) Check area around equipment
        c) Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition
        d) Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed
        e) Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear
        f) Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions
        g) Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies
        h) Check system thermostat operation, temperature and pressure controls and adjust as necessary
        i) Inspect and tighten all electrical connections
        j) Check for proper voltage and amp draw
        k) Inspect safeties
        l) Inspect all contacts and relays
        m) Inspect all wiring for chafing, burning, or deteriorated insulation
        n) Inspect all breakers
        o) Inspect capacitors
        p) Check rain guards
        q) Check insulation and clamps
        r) Check and adjust dampers
        s) Lubricate all motors, bearings, and other moving parts
        t) Inspect air filters and clear or replace as needed (air filters to be provided by Contractor)

u) Check all applicable belts for proper condition; replace all belts once beginning of each contract year and then as necessary
v) Check all applicable belt tension and adjust as necessary
w) Check drives and pulleys for tightness and alignment
x) Inspect fan control
y) Inspect and adjust all valves
z) Inspect oil in compressors and add as necessary
aa) Wash fans at beginning of each contract year
bb) Any applicable VAV Boxes are to be serviced once per year
cc) Check for unusual noises, vibration, and wear
dd) Carry out other preventative maintenance procedures recommended by the equipment manufacturer
ee) Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to see that it is in good operational condition and at optimum efficiency
ff) Provide itemized checklist documentation of preventative maintenance activities per location and report observations and any unusual or out of scope conditions to the Maintenance Supervisor
gg) Recommend the repair of the device by the addition of replacement parts, should the describe maintenance not be adequate
hh) Recommend the replacement of the device if needed, in view of its condition, age, and cost of previous subsequent repair
ii) Provide service tag on all service units, containing the information listed per specifications

B. Heating Equipment
a) Inspect all pilot lights and operation of the ignition system
b) Inspect and clean the flame sensor
c) Inspect and adjust burner assembly
d) Inspect flue pipe, diverter, and flue connections
e) Inspect the heat exchanger
f) Inspect heating coils
g) Inspect temperature rise
h) Inspect furnace safety controls
i) Inspect fuel input
j) Inspect for gas leaks
k) Inspect gas valve operation
l) Inspect gas pressure and set factory specifications
m) Inspect backup heat elements
n) Inspect sequencer operation
o) Inspect actual amperage draw on motors
p) Inspect actual voltage to the unit
q) Inspect oil filter and oil pressure switches
r) Inspect all high limits and safety controls
s) Inspect reversing valve operation
t) Inspect valves, step traps, and belts

u) Inspect any applicable hot water heaters, boilers, and related pumps. Inspection shall include annual tune-up of burners and cleaning of boilers as required

C. Air Conditioning Equipment
   a) Check refrigerant systems for leaks and operation
   b) Inspect temperature drop
   c) Check condenser general operation and condition and clean condenser coil thoroughly at the beginning of each contract year and then as necessary
      i. Check for scaling or corrosion of water-cooled condensers, clean as required
      ii. Check condition of air-cooled condensers, clean as required
   d) Check and adjust condensate pumps and drains as necessary
   e) Inspect and clean condensate drain pan, drains, and traps to ensure proper draining. Inform the Facility Maintenance Supervisor of unusual or discolored drain pan accumulations
   f) Inspect condenser fans – blade conditions, clearances, etc.
   g) Lubricate condenser fan motors and bearings
   h) Inspect amp and voltage draw
   i) Inspect evaporator coils and clean at the beginning of each contract year, then as necessary
   j) Inspect evaporator drip pan, drains, and filters
   k) Inspect all compressors and starter – contacts and free movement
   l) Inspect compressor general operation and condition, oil level, head pressure, and suction pressures
   m) Inspect refrigerant pressure and change
   n) Inspect refrigerant system for leaks and for potential leak points – chafing lines, cap tubes, etc.
   o) Record amount of refrigerant. If applicable, remove from system and replace appropriate amount
   p) Inspect unit disconnect system. Record unit voltage – rated and actual
   q) Inspect “economizer”, if applicable
   r) Megohm or oil test compressors – record readings
   s) Inspect compressor terminals
   t) Inspect disconnect power box
   u) Inspect all coils for cleanliness, fin condition
   v) Check for leaks in air supply if applicable
   w) Inspect the system to avoid the correct freeze up

D. Air Handlers
   a) Check and change filters as necessary
   b) Replace all belts one time per year
   c) Check drive components for wear and alignment
   d) Check blower wheels – conditions and cleanliness
   e) Inspect blower housing, deck mountings – cracks, loose bolts, etc.
   f) Check fan bearings
   g) Check blower bearings
   h) Check blower motor bearings

i) Lubricate all bearings at least once at the beginning of each contract year and then as necessary
j) Record supply fan amperage – rated and actual
k) Record return fan amperage – rated and actual
l) Inspect and service VFDs located at each AHU per the following:
    i. Clean with dry nitrogen, blowing out the permanent air filter
    ii. Wipe down cabinet interior, check for proper electrical ground
    iii. Check with Triac for voltage leakage, tighten connections, and check and reset any alarms (replace/repair parts when necessary)
m) Inspect all wiring for chafing, burning, and deteriorated insulation
n) Record overall condition of equipment
o) Check heat and cooling coils for cleanliness and clean if needed

E. Residential Refrigerant Type A/C Units, Heat Pumps
- Check economizer operation
- Check compressor crankcase heater(s)
- Record:
    i. Compressor voltage
    ii. Compressor amperage
    iii. Operating suction pressure
    iv. Operating head pressure
    v. Operating superheat
    vi. Operating oil level
    vii. Operating oil pressure
        1. Check unloader function, if applicable
        2. Check hot gas bypass function, if applicable
        3. Check all controls for proper function and set points
        4. Check and record discharge air temperature
        5. Record overall condition of equipment

F. Forced Hot Air Heaters, Gas
a) Check combustion controls
b) Check room air intake system
c) Check contacts
d) Check mercury bulbs
e) Inspect all wiring for chafing, burning, and deteriorated insulation
f) Clean internal surfaces, if necessary
g) Clean external surfaces
h) Clean burner assembly, if necessary
i) Clean fireside
j) Clean flue
k) Inspect refractory
l) Prepare heater for winter conditions
m) Do efficiency test and record
n) Log heater condition at departure

G. Controls – Temperature, Humidity HVAC Sensors
a) Check alarms

b) Check the operation of all controls, thermostats, starters, relays, pressure switches, disconnect switches and fuses
c) Perform programming adjustments where needed
d) Clean where needed
e) Check for any overrides
f) Check set points, make adjustments where needed
g) Check contacts and relays, clean and tighten contact where necessary
h) Check thermostats, calibrate if necessary
i) Check sensors and adjust if necessary

H. Chillers and Boilers
a) Visual inspections of:
i. Fan assemblies
ii. Belts and sheaves
iii. Motor mounts and vibration pads
iv. Electrical connections and contactors
v. Heating and cooling coils
vi. Filter media and racks
vii. Sign glass condition
viii. Bearings
ix. Spray nozzles and pans
x. Igniter and flame assembly
xi. Heat exchanger
xii. Compressor sections
xiii. Condensing sections
xiv. Heating sections
xv. Humidifiers and strainers
xvi. Seals and packing
xvii. Condensate drains and pans
xviii. Flame composition
b) Physical check and/or test of components including but not limited to:
i. Lubrication requirements
ii. Oil sump, heaters, and temperatures
iii. Starter operations
iv. Water flows
v. Alignment on couplings
vi. Motor operating conditions
vii. Suction and discharge pressures
viii. Flow switch operations
ix. Control interlocks
x. Flue stack assembly
xi. Damper operations
xii. External interlocks
xiii. Motor voltage and amperage
xiv. Refrigerant charges
xv. System(s) leaks
xvi. Oil and fluid levels
xvii. Pressure and temperatures

xviii. Outside air intakes
xix. Refrigerant pump down

c) Perform air filter replacements provided by the Contractor

I. Raypak Boilers

a) Replace air filters
b) Replace the hot surface igniter and flame rod if necessary
c) Inspect the gas pressure, combustion pressure, flue, and operating controls
d) Calibrate temperature sensors
e) Perform operating check and log performance data
f) Observe operation of related pumps
g) Take external bearing temperature readings with laser thermometer, grease bearings

J. Screw Chillers

Water-cooled Trane RTCH Chiller annual to include but not limited to the following:

a) Mega-Ohm (megger) readings of the main compressor motor
b) Contractor to conduct an EPA refrigerant leak check and audit per California State Law, AB32
c) Condenser tube brushing
d) Oil filter replacement and oil sample for laboratory Spectro analysis and report
e) Check operation of oil heater, controls, and safeties
f) Calibrate temperature and pressure sensors
g) Perform operating check and log performance data
h) Check and record approach in both evaporator and condenser
i) Observe operation of related pumps
j) Take external bearing temperature readings with laser thermometer, grease bearings as needed

K. Air Cooled Chiller

Air-cooled Carrier 30RAN Chiller annual to include but not limited to the following:

a) Mega-Ohm (megger) readings of the compressor motors
b) Contractor to conduct an EPA refrigerant leak check and audit per California Law, AB32
c) Condenser tube brushing
d) Check operation of the oil heaters, controls, and safeties
e) Calibrate temperature and pressure sensors
f) Perform operating check and log performance data
g) Check and record approach in both evaporator and condenser
h) Observe operation of related pumps
i) Take external bearing temperature readings with laser thermometer, grease bearings as needed
j) Wash condenser coils with water and an EPA approved coil cleaner

L. Cooling Tower

a) Basin cleaning
b) Tower strainer cleaning
c) Float assembly adjustment
d) Inspection of make-up water system
e) Check fan belt, adjust and replace if needed. Contractor to provide matched drive belts, inspect and grease bearings
f) Remove debris from tower basin and remove from site for proper disposal

M. Smardt Turbocor Air Cooled Chiller (Police Department)
a) Check for visible mechanical damage to compressor
b) Check for excessive vibration from other rotating equipment
c) Connect to the compressor using the Service Monitoring Tools software and download fault and event logs. Review and save logs for future reference
d) Check main power supply voltages
e) Check for signs of hotspots/discoloration on power cables
f) Check amperages as per design
g) Check DC bus voltage
h) Check capacitor mid bus voltage
i) Check all communication cables are secure and tight
j) Check all electronic modules are secure
k) Check physical condition of all exposed printed circuit boards (PCBs)
l) Check system refrigeration charge
m) Check system and motor cooling liquid line to ensure sufficient sub-cooling
n) Verify discharge check valve operation
o) Check airflow is not obstructed
p) Check fin surfaces are clean
q) Check fan rotation (direction)
r) Annual service to include:
i. Contractor to conduct an EPA refrigerant leak check and audit per California State Law AB32
ii. Check electrical terminals are tight
iii. Check operation of all system safety devices and interlocks
iv. Check for oil in the system (compressor must operate in an oil-free environment)
v. Check all exposed PCBs for dust build-up and clean if necessary
vi. Check calibration of pressure/temperature sensors
vii. Check operation of IGV assembly
viii. Check superheat level/control, if applicable
ix. Check EXV winding resistance
x. Check fan motor overload devices
xi. Perform moisture-prevention measures
xii. Clean condenser coils with water and an EPA approved coil cleaner
xiii. Check fan blades for tightness on shaft
xiv. Check fans for loose rivets and cracks
xv. Check coil fins for damage
xvi. Check and record approach in both evaporator and condenser for each circuit
xvii. Take external bearing temperature readings with laser thermometer

xviii. Observe operation of related pumps
xix. Check bladder-type expansion tanks for proper air pressure, adjust as required

N. Ajax Boilers (Police Department)
a) Test operating and temperature controls
b) Observe noise level
c) Check for water leaks and lockout codes
d) Test operating control
e) Check pilot/main flame signal using a voltmeter
f) Inspect and clean air filter
g) Observe condition of main flame
h) Annual service to include:
i. Lubricate pilot blower
ii. Check the burner
iii. Clean the coils
iv. Clean gas inlet screen
v. Examine vent system
vi. Examine connections
vii. Check for corrosion
viii. Test for gas leaks
ix. Perform a pilot spark test (every 6 mo.)
x. Perform combustion test (check CO, CO2, excess air, nox, and combustion chamber pressure)
xi. Calibrate temperature sensors, perform operating check and log performance data
xii. Observe operation of related pumps
xiii. Check bladder-type expansion tanks for proper air pressure, adjust as required

O. Chilled Water Air Handling Units, except the firing range units (Police Department)
a) Inspect the air handling units for operation
b) Check supply and return fan motors for proper operation
c) Check unit for abnormal vibration or broken supports
d) Check wiring for burnt or chafed conductors
e) Check belts, bearings, and sheaves for wear, damage, and alignment
f) Check contactors and relays for pitting, wear, and damage
g) Check heating and cooling coils for leaks, lint, and dirt condition
h) Check and clean coil drain pans
i) Check and adjust air dampers (outside, mixed, and return)
j) Replace all air filters (Contractor to provide filters)
k) Check air filter housing integrity
l) Check P-trap, prime as needed to ensure proper operation
m) Check drive alignment, wear, seating, and operation
n) Annual service to include:
i. Wash cooling coil
ii. Perform and log full load performance check
iii. Meg-Ohm (check motors [20Hp and greater] log values)
iv. Disassemble and clean magnetic motor starters

v. Check and tighten electrical connections
vi. Lubricate supply, return fan and motor bearings
vii. Check operation of dampers and actuators
viii. Check integrity of all panels on equipment, replace fasteners as needed
ix. Inspect for evidence of moisture carryover beyond the drain pan from cooling coils
x. Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity
xi. Check, make appropriate adjustments and if needed, replace fan belts (Contractor to provide belts)

P. Variable Frequency Drives VFDs (Police Department)
a) Clean cabinet with nitrogen and vacuum
b) Confirm operation of muffin fan
c) Tighten all electrical connections
d) Return unit to normal operation
e) Annual service to include:
i. Clean the permanent air filter
ii. Check for proper electrical ground
iii. Check the Triac for voltage leakage
iv. Tighten connections
v. Check and reset any alarms

Q. Trane Condensing Units (Police Department)
a) Check compressors and fan motors for proper operation
b) Check refrigerant tubing for chafing, vibration, or broken supports
c) Check wiring for burnt or chafed conductors
d) Check refrigerant system for proper charge and operation
e) Check contactors and relays for pitting, wear, and damage
f) Annual service to include:
i. Perform leak check
ii. General cleaning and lubrication
iii. Check and tighten electrical connections
iv. Clean condenser coils with water and an EPA approved coil cleaner

R. DX Air Handling Units (Police Department)
a) Inspect the air handling units for proper operation
b) Check supply and return fan motors for proper operation
c) Check unit for abnormal vibration or broken supports
d) Check wiring for burnt or chafed conductors
e) Check belts, bearings, and sheaves for wear, damage, and alignment
f) Check contactors and relays for pitting, wear, and damage
g) Check heating and cooling coils for leaks, lint, and dirt condition
h) Check and clean coil drain pans
i) Check and adjust air dampers (outside, mixed, and return)
j) Replace all air filters (Contractor to provide filters)
k) Check air filter housing integrity

l) Check P-trap, prime as needed to ensure proper operation
m) Check drive alignment, wear, seating, and operation
n) Annual service to include:
    i. Wash cooling coil
    ii. Perform and log load performance check
    iii. Meg-Ohm (check motors [20Hp and greater] log values)
    iv. Disassemble and clean magnetic motor starters
    v. Check and tighten electrical connections
    vi. Lubricate supply, return fan and motor bearings
    vii. Check operation of dampers and actuators
    viii. Check integrity of all panels on equipment, replace fasteners as needed
    ix. Inspect for evidence of moisture carryover beyond the drain pan from cooling coils
    x. Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity
    xi. Check, make appropriate adjustments and if needed, replace fan belts (Contractor to provide belts)
    xii. Inspect/replace hot and cold water line actuators when necessary

Note: City is responsible for the monthly chilled water treatment for the chiller.

6. Biannual Maintenance - Indoor and Outdoor Coil cleaning is to be completed on a bi-annual basis (twice per year), regularly scheduled in April and October, unless otherwise specified by the Facility Maintenance Supervisor or Authorized City Representative.

7. Annual Maintenance – Contractor will perform scheduled annual preventative maintenance in accordance equipment manufacturer's instructions and recommendations, with a program of standard routines as determined by your experience, equipment application, and equipment operating hours and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season.

8. Contractor will troubleshoot and/or diagnose HVAC/Mechanical problems and recommend emergency or routine repair programs as required. Contractor will also provide recommendations for additional service(s) that will better enhance equipment performance. Annual maintenance and repairs will be performed on an hourly basis under the On-call HVAC Services portion of the Agreement. Services include, but not limited to:

    A. Eddy Current Testing - Contractor will perform non-destructive eddy current tests on the chiller equipment listed. Testing will be conducted on the condenser and evaporator tub bundles every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment, tubes and tube sheets.

B. Oil Analysis - Contractor will perform oil analysis on equipment listed. Testing will be conducted every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on sample tested identifying the test date, chiller location, manufacturer, model system, serial number, oil type, and oil information, test results with description of any abnormal conditions that may exist and recommendations.

C. Vibration Analysis - Contractor will perform vibration analysis on equipment listed. Testing will be conducted every other year, with the first test completed within six (6) months of the Agreement being executed and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, and test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment.

9. Building Automation Services – Quarterly services will be provided by the Contractor starting within two weeks of contract award or per the discretion of the City Facility Supervisor. Building automated services will be provided at the following locations:

    - City Hall: 13220 Central Ave.
    - Police Department: 5450 Guardian Way

Contractor is to conduct a complete inspection, improve equipment operations, increase energy efficiency and other necessary services to reduce or eliminate all premature equipment failure or downtime per the list below:

- Clean control panels and verify the ambient temperature within the panels is not extreme.
- Verify electrical connections in the panels are secure and not loose.
- Check and verify that all controllers are online and their programs are intact and are running properly.
- Maintain the system graphical displays and make changes as facilities personnel require.
- Perform software maintenance, file maintenance and database backups (on-site and remote).
- Check and remove conditions or situations that reduce system optimization.
- Review historical logs to determine control effectiveness and efficiency.
- Field sensor (temperature, humidity, pressure, flow, etc.) accuracy verification and calibration based on spot checks.
- Perform hardware communication tests to determine functional verifications of proper and consistent digital communication.
- Evaluate program control loops and implement modifications and tuning in an effort to enhance system performance.
- Provide supplemental training for system users and operators on an as needed basis.
- Address issues and problems discovered by the City between visits that have been recorded in an on-site trouble log.
- Implement free software system upgrades when these upgrades are released by the manufacture.
- Verify the following:

- Proper operation of dampers.
- Proper operations of valves.
- Equipment (fan, pump, etc.) variable frequency drive (VFD) operation is working correctly.
- Economizers are not jammed or stuck and exhaust fans are operating correctly.
- Make recommendations to City regarding potential modifications of the existing operating hardware and software to enhance performance and increase efficiency. Provide the City with a cost for any upgrades. Upon approval, the City will issue a separate purchase order for the upgrade.
- Inform the City of any control system hardware or software upgrades which may be beneficial to the system operation.
- Provide a equipment performance report which is to be submitted to the City after each preventative maintenance visit.

III. ON-CALL HVAC SERVICES

On-call Non-Emergency and Emergency HVAC Service calls shall be performed on a 24-hour, 7-day- a-week basis, and unrelated to preventative maintenance activities. The on-call services bid item will provide qualified manpower and equipment on an hourly basis to perform routine HVAC/Mechanical repairs or replacements that do not fall under the description of Preventative Maintenance.

1. On-call non-emergency HVAC service calls: When notified, the Contractor will respond by telephone within thirty (30) minutes after the request is placed. At the discretion of the Facility Maintenance Supervisor, the Contractor shall physically respond to repair calls during normal business hours (Monday – Friday, 6:00 a.m. – 6:00 p.m.) within four (4) hours of receiving the call. Repair calls that occur between 6:00 p.m. through 6:00 a.m., or on weekends and holidays, will be billed at the appropriate premium time rate differential. The Contractor has to provide a written estimate for non-emergency service calls within two (2) days and begin repair work within five (5) days of the original request if the proposed repairs are approved.

    A. The Parks and Facilities Manager will authorize all non-emergency work. The Contractor will provide written “not-to-exceed” estimates on all non-emergency work. The estimate will include the number of hours, hourly rate, number and type of employees required, estimated material cost and completion date.
    B. It will be the Contractor’s responsibility to ensure they have all information to prepare accurate estimates, at no additional cost to the City.
    C. Work will only be performed with the City’s written authorization within the time agreed upon between the City and the Contractor. Upon authorization, actual work will not exceed the Contractor’s estimate. Unreasonable estimates will be deemed cause to terminate this contract.

2. Emergency HVAC Service Calls: When notified, the contractor will respond by telephone within thirty (30) minutes and provide service at the affected site within two (2) hours after the request is placed. The Contractor shall provide a twenty-four (24) hour emergency phone number. The City reserves the right to contract with any vendor in the case of an emergency if no response or untimely response has been made by the contractor. The Parks and Facilities Manager will authorize all emergency work.

IV. INITIAL SERVICES

1. First Preventative Maintenance Visit: The Contractor shall make arrangements with the Facility Maintenance Supervisor, once the contract is awarded, to perform the Preventative Maintenance seasonal service visit necessary for the current time of the year, within four weeks of the contract documents being completed. The Contractor shall then provide a preventative maintenance and inspections program covering all City HVAC equipment to the Maintenance Supervisor, within ten (10) calendar days of the first service visit. The remaining quarterly visits shall then be scheduled as listed herein or as determined by both parties.
2. First Preventative Maintenance Visit Inventory: The first service for each unit will include confirmation, in writing, of each unit's location, type, model number, serial number, size and filter. The Contractor shall manually write-in any updates/changes needed for the HVAC Equipment Inventory and submit it to the Facility Maintenance Supervisor within four (4) months from the contract being executed. Contractor shall submit updated inventory list to the Facility Maintenance Supervisor annually at the beginning of the contract year.
3. Annual Audit: At the request of the Facility Maintenance Supervisor, Contractor to provide a detailed audit of the condition of equipment and provide recommendations.

V. NOTIFICATIONS

The Contractor will notify at least one City representative in the order listed below for impacts to each related activity, a minimum of forty-eight (48) hours before start of any maintenance service.

Martin Soto	Facility Maintenance Supervisor	(909) 536-8769
Jeff Benson	Parks and Facilities Manager	(909) 334-3479

VI. SERVICE HOURS

The Contractor shall be prepared to respond to all requests for service 24 hours per day, 365 days per year including unscheduled or emergency work during the following time periods below. The following service hours shall be the basis for the On-call HVAC Services portion of the Agreement.

1. Business Hours: Shall be work performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding legal holidays,
2. Emergency and After-Hour Services: Refers to services/repairs that must be made to continue the uninterrupted operations of the City during regular business hours requiring a response time outside of standard business hours. Work after hours shall be performed after regular business hours, Saturdays, Sundays, or during any City holiday requiring immediate response for any emergency situations that arise.
3. Hours outside the designated regular business hours will be allowed by the City if deemed necessary and approved in advance and in writing by the City's designated representative.
4. Work performed in excess of regular work hours or on weekends or holidays shall be based on the appropriate premium time rate differential. Contractor shall submit a total hourly and rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.

A. Contractor shall try to complete work during the service call in order to prevent follow up work. If follow up work is required to correct recent work, including improper repairs, installation, or substandard parts, the City shall not be charged.
B. If a job cannot be completed during regular business hours and the Contractor can make a temporary repair, the Contractor will be allowed to finish the repair during regular business hours.

VII. RESPONSE TIME

All planned service under this Agreement will be performed during the City's regular business hours from 6:00 AM to 6:00 PM, Monday to Friday.

1. Preventative Maintenance Service Visits: The Contractor shall notify the Facility Maintenance Supervisor a minimum of 48 hours prior to appearing onsite for a preventative maintenance service. Routine services shall be performed from 6:00 AM to 6:00 PM Monday through Friday.
2. The City expects the Contractor to give "priority" service to any call for repairs in the City. Contractors responding to this bid must be able to provide service within the times noted herein 24 hours a day, 7 days a week, 365 days a year, including holidays for the duration of this contract.
3. The Contractor must regularly report to the Facility Maintenance Supervisor to keep the City informed of the status of work being performed. Time shall be based on actual time spent on the job site(s). Travel charges to the job site will not be allowed. Lunch break time periods will also not be allowed to be charged.

VIII. TOOLS AND EQUIPMENT

The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in City facilities. The City reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

At the request of the City, the Contractor must be able to provide rental equipment if necessary while repairs or replacements are being made.

IX. SERVICE TAG

All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information: the date serviced, the name of the technician(s), and a description of the service(s) performed. The service tag/sticker must contain adequate space to document future repairs and must be placed in a location to prevent weather related damages. The technician shall not place the new service tag over pre-existing service tags, including tags that have previous history and repairs.

X. WARRANTY SERVICE

Contractor material and workmanship guarantee for one (1) year after acceptance. Where parts or material becomes defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty.

Section	Type	UnitOfMeasure	Quantity	Manufacturer	ModelNum	DeliveryLoc	UnitPrice	TotalPrice
BASE BID - PM	BOILER	QUARTERLY	4	RYPAK	H7-2004	13250 Central Ave		$ -
BASE BID - PM	CHILLER	QUARTERLY	4	TRANE	RTHC1B1F0H0B1LFVQUCD	13250 Central Ave		$ -
BASE BID - PM	CHILLER	QUARTERLY	4	CARRIER	30HXC186R--640--	13250 Central Ave		$ -
BASE BID - PM	CHILLER	QUARTERLY	4	CARRIER	30RAN015---511PT	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MCQUAY	RDS800BY	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MCQUAY	RDS800BY	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	4YCC4036A1070AB	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	4YCC4036A1070AB	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	YORK	39MN08B00561N11XXS	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	DATA AIR	DACD-1132	13220 Central Ave		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	DATA AIR	DACD-1132	13220 Central Ave		$ -
BASE BID - PM	COOLING TOWER	QUARTERLY	4	RECOLD	15125a	13220 Central Ave		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006	5201 D. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006	5201 D. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006	5201 D. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD012	5201 D. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD025	5201 D. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006--531--	13191 6th St..		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006--531--	13191 6th St..		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006--531--	13191 6th St..		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJD006--531--	13191 6th St..		$ -
BASE BID - PM	BOILER	QUARTERLY	4	RYPAK	H3-HD401	13180 Central Ave.		$ -
BASE BID - PM	CHILLER	QUARTERLY	4	CARRIER	30RAP0405JC4DF10	13123 libaray Ra.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	PACE	A-30 AF SI	13180 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48GPN024040311	13123 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48GPN024040311	13123 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48GPN024040311	13123 7th St.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	50FCQM17A3A5A0A0A0	13123 7th St.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	38YCC060540/FB4RNF050	13123 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ090510N2EZZ50001A	5050 Schaefer Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	XP090C00R2A1BAA1A2	5050 Schaefer Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	B1HX036A06A	5050 Schaefer Ave.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	CZH02411CA/MC35B3XH1H	5050 Schaefer Ave.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	CZH02411CA/MC35B3XH1H	5050 Schaefer Ave.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	YZH036311B/AM480CT	5050 Schaefer Ave.		$ -
BASE BID - PM	COOLER	QUARTERLY	4	REZNOR	RDH350	5050 Schaefer Ave.		$ -
BASE BID - PM	COOLER	QUARTERLY	4	REZNOR	RDH350	5050 Schaefer Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	5443 B. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	5443 B. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	5443 B. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	5443 B. St.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	YHJF24S41S1A	5443 B. St.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	YCS36B22SA	5443 B. St.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	YHE48B21SA/AX480CT	5493 B. St.		$ -
BASE BID - PM	MINI SPLIT SYSTEM	QUARTERLY	4	SAMSUNG	AM048TXMDCH	5493 B. St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	580BPZ240255AAAV	13271 Central Ave.		$ -
BASE BID - PM	SPLIT SYSTEM HEAT PUMP	QUARTERLY	4	YORK	YHJD60S44S4A/AHX60D3XH21A	5575 Edison Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	B1HH060A25B	13250 Central Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	B1HH060A25B	13250 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MCQUAY	RDS802BY	13250 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MCQUAY	RDS802BY	13250 Central Ave.		$ -
BASE BID - PM	SPLIT SYSTEM GAS	QUARTERLY	4	YORK	CZH06011CA/TM9X060B12MP11A	13150 7th St.		$ -
BASE BID - PM	SPLIT SYSTEM GAS	QUARTERLY	4	YORK	CZH06011CA/TM9X060B12MP11A	13150 7th St.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	BARD	W36H1-AOOVP4	11860 Telephone Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	BARD	W36H1-AOOVP4	11860 Telephone Ave.		$ -
BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	YORK	YCJD60S41S2A	13196 Monte Vista Ave.		$ -

BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	HA120C00A2AAA1A	13196 Monte Vista Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJO90S10N2EZZ50001A	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJO90S10N2EZZ50001A	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061S07N2EZZ50001A	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ061507N2EZZ50001A	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	YORK	ZJ300S32J2EZZ10001B	13170 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48HJM004	13170 Central Ave.		$ -
BASE BID - PM	MINI SPLIT SYSTEM	QUARTERLY	4	MITSUBISHI ELECTRIC	PUZ-836NK37	13170 Central Ave.		$ -
BASE BID - PM	CHILLER	QUARTERLY	4	YORK	YCAL0055EC46XDBSDT	13201 Central Ave.		$ -
BASE BID - PM	BOILER	QUARTERLY	4	AO SMITH	GB0 750 E42N020000	13201 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MAGIC AIRE	090-BRW-4-C	13201 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MAGIC AIRE	60-BR-C	13201 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MAGIC AIRE	60-BR-C	13201 Central Ave.		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	MAGIC AIRE	60-BR-C	13201 Central Ave.		$ -
BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	YORK	WP078C00R4AABAA1A	13160 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	LENNOX	LGA088HH2G	13170 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	LENNOX	LGC072SH1G	13171 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	LENNOX	LGC120SH1G	13172 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	LENNOX	LGC102SH1G	13173 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	LENNOX	LGC150SH1G	13174 7th St.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13106 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13107 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13108 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13109 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13110 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13111 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13112 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13113 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13114 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50HJQ006- - -501	13115 Central Ave.		$ -
BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	50GCQM06A2A5A0A0A0	13116 Central Ave.		$ -
BASE BID - PM	CHILLER #1	QUARTERLY	4	SMARDT	SAA059-2BG6-2A5V	5450 Gardian Way		$ -
BASE BID - PM	CHILLER #2	QUARTERLY	4	SMARDT	SAA059-2BG6-2A5V	5450 Gardian Way		$ -
BASE BID - PM	BOILER #1	QUARTERLY	4	AJAX	WCP-2001-N	5450 Gardian Way		$ -
BASE BID - PM	BOILER #2	QUARTERLY	4	AJAX	WCP-2001-N	5450 Gardian Way		$ -
BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	TRANE	TWE240E40TAA	5450 Gardian Way		$ -
BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	TRANE	TTA240E40TAA	5450 Gardian Way		$ -
BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	TRANE	4TEC3F60B1000AA	5450 Gardian Way		$ -
BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	TRANE	4TWA3060A4000BB	5450 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7603/ X13170900230~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7599/ X13170900190~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA021UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~177U0802/ X13170900301~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UACOO	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7603/ X13170900230~~	~~5450 Gardian Way~~	~~N/A~~	N/A
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	N/A
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7603/ X13170900230~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA003UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7595/ X13170900150~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~

~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7599/ X13170900190~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA006UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7599/ X13170900190~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7603/ X13170900230~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AHU RANGE SUPPLY	QUARTERLY	4	TEAM AIR	CAH21600S	5450 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA014UAC00	5450 Gardian Way		$ -
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
~~BASE BID - PM~~	~~AIR HANDLER~~	~~QUARTERLY~~	~~N/A~~	~~TRANE~~	~~174F7608/ X13170900270~~	~~5450 Gardian Way~~	~~N/A~~	~~N/A~~
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA017UAC00	5450 Gardian Way		$ -
BASE BID - PM	AHU RANGE EXHAUST	QUARTERLY	4	TEAM AIR	CAH28500S	5450 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA012UAC00	5450 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA017UAC00	5451 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5452 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5453 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA003UAC00	5454 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA006UAC00	5455 Gardian Way		$ -
BASE BID - PM	AIR HANDLER	QUARTERLY	4	TRANE	CSAA010UAC00	5456 Gardian Way		$ -
BASE BID - BUILDING AUTOMATION CITY HALL	CHILLER/BOIILER/VAV/AHU	Month	12	N/A	N/A	13250 Central Ave		$ -
BASE BID - BUILDING AUTOMATION PD	CHILLER/BOILER/VAV/AHU	Month	12	N/A	N/A	5450 Gardian Way		$ -
BASE BID - EXTRA WORK	REGULAR WORKING HOURS	Hour	1	N/A	N/A	N/A		$ -
BASE BID - EXTRA WORK	HOLIDAY HOURS	Hour	1	N/A	N/A	N/A		$ -
BASE BID - EXTRA WORK	AFTER HOURS	Hour	1	N/A	N/A	N/A		$ -
ALTERNATE BID - ANNUAL AUDIT	ALL EQUIPMENT	YEAR	1	ALL EQUIPMENT	ALL EQUIPMENT	CITYWIDE		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	TRANE	4YCC4030A1070AA	13179/13191 9th St.		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	TRANE	4YCC4030A1070AA	13179/13191 9th St.		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	TRANE	4YCC4030A1070AA	13179/13191 9th St.		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	TRANE	4YCC4024A1060AB	13179/13191 9th St.		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	TRANE	4YCC4024A1060AB	13179/13191 9th St.		$ -
ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	CARRIER	48GSN030040301	13179/13191 9th St.		$ -

Experience and References

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

Over the past five years and beyond, C.E. Mechanical, Inc. has successfully completed numerous contracts as the lead contractor for local Southern California companies, governments, institutions, and more, demonstrating our capability to handle projects of similar scope and complexity.

City of Riverside

(Contact: Ron Herrero, 951-710-5007, rherrero@riversideca.gov)

- Job 1: Five Year Air Compressor and Drier Maintenance. Location: RERC 3&4 and Springs Power Plant. Manufacturer: Ingersoll Rand. Model Numbers: Sierra-H100A, HL6001HE0AA, SSR-EP100S, and TZ1050-EMS.
- Our team completed comprehensive Five-Year Preventive Maintenance on Ingersoll Rand compressed air systems at RERC 3&4 and Springs Power Plant, in strict accordance with manufacturer IOM protocols and site-specific operational requirements. The scope included full-service inspections and OEM-specified component replacements for models Sierra-H100A, HL6001HE0AA, SSR-EP100S, and TZ1050-EMS. Key tasks performed encompassed oil analysis and changeout, separator and inlet valve servicing, drive motor alignment verification, desiccant and filter media replacement in dryers, and thorough inspection of heat exchangers, control systems, and condensate management components. All work was executed with equipment de-energized under lockout/tagout (LOTO) conditions, ensuring Cal/OSHA compliance. Detailed service records were logged, with post-maintenance performance benchmarks recorded to verify reliability, efficiency, and continued uptime of critical air supply infrastructure supporting power generation operations.

Hyundai Corporate

(Contact: Peter Lutgen, Building Engineer, 909-569-3994, plutgen@hatci.com)

- Full preventative maintenance for multiple Hyundai Southern California Facilities for many years. Location: Hyundai Engineering America Technical Center - 81 Bunsen Irvine CA 92618; 12610 East End Ave China CA 91710; 3668 Placentia Ct Chino CA 91710; 14011/14091 12th Street Chino CA 91710; 101 Peters Canyon Rd Irvine CA 92606. Equipment covered: All HVAC/mechanical system equipment types that are listed in City of Chino's RFP#2025-0015A and beyond.

Many other preventative maintenance references available upon request.

Experience on Public Works Contracts

City of Chino (Reference Contact: Griselda Lara, Buyer, 909-334-3481, GLara@cityofchino.org):

- Job 1: Unit Repairs and Unit Replacement. Location: Public Works Yard. Manufacturer: York. Model Number: ZJ090S10.
- Job 2: Unit Service and Repairs. Location: 7th St Theater. Manufacturer: Carrier Model Number: 48GPN0300.
- Job 3: Chiller Replacement and Servicing. Location: Chino Library. Manufacturer: Carrier. Model Number: 30GT050510KA.
- Job 4: VFD Replacement. Location: 7th St Theater Manufacturer: ABB. Model Number: ACH58001031A-2.

County of Riverside (Reference Contact: Daniel Ayala, Facilities Management, 951-295-6625, dayala@rivco.org):

- Job 1: Chiller Service, Repairs, and Maintenance. Location: 911 Call Center. Manufacturer: Trane. Model Number: CGAFC404AAA1T.
- Job 2: Controls, Service, Repairs, and Maintenance. Location: 911 Call Center. Manufacturer: Carrier (Chiller 1 & 2). Model Numbers: 30RPD10064
- Job 3: Service and Repair Existing Tridium Controls System. Location: 911 Call Center. Manufacturer: Tridium Controls. Model Number: N/A
- Job 4: Service Repair and Replacement of Boiler. Location: Public Defenders Office. Manufacturer: Lochinvar. Model Number: CH-0752.

Department of Transportation (Contact: Denyel Lanik, Procurement, 909-806-3982, denyel.lanik@dot.ca.gov):
Location: Caltrans San Bernardino, Rosa Parks Memorial Building:

- Job 1: Equipment: CRAC (Computer Room Air Conditioning) Unit, Manufacturer: Leibert. Model Number: MND18A-PR074.
- Job 2: Replacement of 230/240HP Pumps with addition of VFDs. Chilled water and condenser water pumps. Manufacturer: Peerless Pumps. Model Number: F2-12505F.
- Job 3: Chillers 1-3 Service, Repair, and Maintenance. Manufacturer: Trane Chiller 1 Model Number: RT8A0304M. Chiller 2 Model Number: CVHE450. Chiller 3 Model Number: CVHF650.

Controls References

CE Mechanical, Inc.™
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

13327 Elliot Ave Chino, CA 91710
Phone: (909) 548-0925
Website: www.cemech.com
Email: service@cemech.com

Reference 1 - Elite Property Management - 801 S Chevy Chase Dr, Glendale, CA 91205

Contact: Eric Johnson - ejohnson@elitepmllc.com - 323-448-8671

Description: The building automation system for 801 Chevy Chase was upgraded with ABB BACnet controls, replacing outdated JCI and Delta mechanical systems. The upgrade involved installing BACnet MSTP controllers, sensors, and related devices to enable efficient control of HVAC systems, including boilers, AHUs, and VAVs throughout the building. Operator's Workstation software was implemented, providing system configuration, a graphical interface, flexible scheduling, and alarm reporting.

A new HMI touchscreen was installed in the penthouse, with provisions for secure remote access to the system. Existing wiring, sensors, and enclosures were reused where feasible to optimize costs and minimize waste. The scope included all programming, commissioning, and engineering work, with a two-year warranty provided for labor and materials.

Reference 2 - Northrup Grumman - 9401 Corbin Ave, Los Angeles, CA 91324

Contact: Alicia Wilkerson - Alicia.Wilkerson@ngc.com - 818-224-0266

Description: The existing Carrier IVU system was successfully replaced with a new ABB automation system, designed with standalone zones to comply with security requirements. Each secured zone was equipped with an Aspect control engine, complete with RS-485 protocol support, housed in dedicated electrical cabinets, and operated via touchscreen interfaces. Up to four control engines were installed along with their respective control panels and touch screens, while 112 BACnet IP VAV controllers and temperature/humidity sensors were also added. Additionally, up to 36 hot water valve actuators were replaced, and air balance was performed in line with the latest building drawings.

Integration was completed for four large package units and four small package units, covering functionalities like start/stop, temperature control, and fan settings. Nine humidifiers and four exhaust fans were also successfully integrated into the automation system with status monitoring capabilities. The graphics package was included, and all necessary wiring was completed to meet Northrop Grumman security standards. Onsite training was provided to ensure operational readiness.

Reference 3 - City Commercial Management - 3350 Shelby St, Ontario, CA 91764

Contact: Marlon Ferman - marlon@city-commercial.com - 909-948-1662

Description: This work involved the furnishing and installation of 46 ABB/Cylon controllers, temperature and humidity wall sensors, duct sensors, four RIB 100va transformers, a 5-port POE switch, and 25 Belimo actuators with 2-way hot water valves. Additionally, conduit and low voltage wire were provided and installed, along with controls programming and a floor plan. Comfort balance and 120v electrical work with conduit were completed, with all tasks performed during normal business hours.

CE Mechanical, Inc.
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

CEMECHA-01 JREEVES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Reeves
Milik & Associates Insurance Services Inc. 917 S. Village Oaks Dr. Covina 91724	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jennifer@milikinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
C. E. Mechanical, Inc. 13327 Elliot Ave. Chino, CA 91710	INSURER A : The Travelers Indemnity Company of Connecticut	25682
	INSURER B : The Travelers Property Casualty Company of America	25674
	INSURER C : StarStone Specialty Insurance Company	44776
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			CO9P43864A	7/16/2024	7/16/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			8109P434049	7/16/2024	7/16/2025	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			CUP9P739841	7/16/2024	7/16/2025	EACH OCCURRENCE	$ 5,000,000
	DED RETENTION $						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		UB9P433077	7/16/2024	7/16/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	2nd Layer Excess			716890240ALI	7/16/2024	7/16/2025	Each Occ.	5,000,000
C	2nd Layer Excess			716890240ALI	7/16/2024	7/16/2025	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*30 day notice of cancellation except in the event of nonpayment of premium 10 day notice of cancellation.

PROOF ONLY CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

C.E. Mechanical, Inc.
PROOF ONLY CERTIFICATE OF INSURANCE
13327 Elliot Avenue
Chino, CA 91710

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Certifications

CE Mechanical, Inc.
COMMERCIAL AIR CONDITIONING AND BUILDING AUTOMATION

Printed on: 6/17/2025 10:56:38 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 39113

Legal Business Name:
C.E. Mechanical, Inc.

Doing Business As (DBA) Name 1:
C.E. Mechanical, Inc.

Doing Business As (DBA) Name 2:
C.E. Mechanical, Inc.

Address:
13327 Elliot Avenue
CA
Chino
CA 91710

Email Address:
CTICKENOFF@CEMECH.COM

Business Web Page:
cemechanical.com

Business Phone Number:
909/548-0925

Business Fax Number:
909/548-0926

Business Types:
Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	01/21/2025	01/31/2027

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

ATTACHMENT A

Conflict of Interest Statement

Provide in this section a statement disclosing any past, ongoing or potential conflict of interest that your firm, proposed staff, or any subcontractors may have as a result of performing this work. **If there is no conflict of interest, then state "None."**

If there is a real or perceived conflict of interest that exists with the submission of a proposal, or would exist if the Proposer entered into an Agreement with the City of Chino in this proposal, full details should be provided in this section. Detail a plan to manage the conflict of interest.

None.

Acknowledgement of Insurance Requirements

I, David Tickenoff (Printed Name), the CEO and Treasurer (Title)

of C.E. Mechanical, Inc. (Company Name), certify that the Insurance Requirements set forth in the Proposed Agreement for this RFP have been read and understood. I certify that C.E. Mechanical, Inc. (Company Name) (is/are) able to provide the coverages specified.

Exemptions to RFP

Proposers shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgement of receipt of all amendments and/or addenda to the RFP. Any requests for exceptions to the terms of the RFP and Professional Services Agreement (Attachment B) must be noted and submitted in a separate sheet marked "EXCEPTIONS TO RFP." City Attorney will review any exceptions submitted.

Signature of President, Secretary, Partner, Owner or Authorized Representative

08/04/2025
Date

Pricing Information

C.E. Mechanical, Inc.
13327 Elliot Ave Chino, CA 91710
Phone: (909) 548-0925

For hardware components, including compressors, inverters, control boards, fan coils, electrical components, exhaust fans, miscellaneous hardware, and replacement motors, and other repair parts pricing will be determined based on verified market rates at the time of procurement.

An industry standard markup of 18% will be applied to cover procurement, logistics, and handling. Market rates will be substantiated through supplier quotations, manufacturer invoices, or publicly available price indexes to ensure transparency and fairness for both parties. Documentation of market rates will be provided upon request. This markup accounts for potential fluctuations in market conditions, availability, and vendor pricing while ensuring the use of high-quality, manufacturer-approved components.

The pricing structure applies exclusively to the aforementioned hardware and parts not explicitly priced or specified in the RFP response. Labor, service fees, and other non-material costs will be billed as per the agreed rates in the cost proposal with a standard 8.75% tax that is not reflected in our pricing.

Pricing submitted herein shall remain firm for the initial twelve (12) months of the contract term. Thereafter, on an annual basis, pricing may be adjusted to reflect increases in the cost of labor and materials, based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, CA, All Items, as published by the U.S. Bureau of Labor Statistics (BLS).

Any adjustment shall be calculated using the most recent 12-month period available prior to contract renewal, and shall not exceed 3.5% per year unless otherwise approved in writing by the City of Chino.

If the CPI reflects a negative value (deflation), no increase will be granted. The contractor shall provide a written request for any adjustment, including supporting CPI data, no less than 30 days prior to the renewal date. No retroactive pricing changes will be permitted.

Discounted PM labor:
$167.00/hr Apprentice and $187.00/hr Journeyman (limited to year 1); truck charge: $125.00

Filters (price per) - examples:

- 20” x 24” x 1”: $5.98 cost with 18% markup
- 10” x 10” x 1”: $4.35 cost with 18% markup
- 20” x 22” x 1”: $4.57 cost with 18% markup
- 16” x 20” x 1”: $5.09 cost with 18% markup
- 16” x 24” x 2”: $5.42 cost with 18% markup
- 12” x 20” x 1”: $4.80 cost with 18% markup

Belts - example:

- B44: $14.38 cost with 18% markup

Coil Cleaning - example:

- $25-50

C.E. Mechanical, Inc.
13327 Elliot Ave Chino, CA 91710
Phone: (909) 548-0925

29	**Examples:**			$
30	Air Filters	20x25x2" pleated filters Merv 10	each	$6.35
31	Refrigerant	R-410A Refrigerant	per pound	$10.00
32	Belts	A-48 Belt	each	$13.50
33	Thermostats	Ventstar T-8850	each	$203.50
34	Motor	10HP Weg Motor	each	$990.00
35	Copper Pipe	1" Copper Pipe Type L	per foot	$7.70
36	Duct	14" Bare Spiral Pipe (7')	each	$55.00
37	Grilles	10" 24x24 Perforated Face	each	$38.50
38	Duct Sealant	Duct Sealant DP1010	each	$22.00
39	Building Automation Controller	ABB Controller	each	$330.00
40	Wall Sensor	Fusion Wall Sensor	each	$110.00
41	Air Filters	20"x25"x2" pleated Merv 10	each	$6.35
42	Refrigerant	R-410A Refrigerant	per pound	$10.00
43	Belts	A-48 Belt	each	$13.50
44	Thermostat	Ventstar T8850	each	$203.50
45	Motor	10HP Weg Motor	each	$990.00
46	Copper Pipe	3/4" Copper Type L	per foot	$7.70
47	Copper Fittings	3/4" Copper Fittings	each	$3.00
48	Duct Sealant	DP1010	each	$22.00
49	Wall Sensor	Fusion Wall Sensor	each	$330.00
50	Grease	Multi Purpose Lithium Grease	each	$10.00
51	Coil Cleaner	Evap Foam Coil Cleaner	each	$17.75
52	Degreaser	1 Gal Green Clean Degreaser	each	$42.70
53	Rags	5lb Box Blue Towels	each	$51.75
54	PVC Glue	8oz All Purpose PVC Cement	each	$21.60
55	PVC Pipe	3/4" Sch 40 PVC	per foot	$2.57
56	PVC Fittings	3/4" Sch 40 PVC Fittings	each	$2.25
57	Capacitors	Run Capacitors	each	$12.65
58	Fan Motor	3/4hp Indoor Blower Motor	each	$189.75
59	Contactors	30A 3-pole 240v Contactor	each	$45.00
60	Relays	DPDT 24 Vac Coil w/OVR	each	$12.65
61	Cork Tape	2" x 1/8" x 30'	each	$41.00
62	Fuses	15amp 600V Time Delay	each	$15.00
63	Clamps	7/8" cushion clamp	each	$3.15
64	Recovery	Small Recovery Unit	each	$115.00
65	Vacuum Pump	Vacuum Pump	each	$34.50
66	Brazing	Brazing Charge	each	$143.75
67	Welding	Welding Charge	each	$201.25
68	Gantry	Gantry Usage	each	$115.00
69	Dollies	Dollies	each	$34.50
70				

Pricing Information - Year 1

C.E. Mechanical, Inc.
13327 Elliot Ave Chino, CA 91710
Phone: (909) 548-0925

Examples:

City Hall: $38,507.80
NAC: $3,919.60
Children's Youth Museum: $4,711.00
Library: $8,384.72
7th St Theater: $3,134.76
Public Works Admin, Warehouse, Fleet: $6,198.32

Pricing summaries are fully matrixed in the attached pages.

BASE BID - PM	Asset	Frequency	Qty	Frequency Cost	Total Annual Cost Year 1		Make	Model
1	BOILER	QUARTERLY	4	$953.00	$3,812.00	Yes	RYPAK	H7-2004
2	CHILLER	QUARTERLY	4	$2,054.51	$8,218.04	Yes	TRANE	RTHC1B1F0H0B1L…
3	CHILLER	QUARTERLY	4	$2,054.51	$8,218.04	Yes	CARRIER	30HXC186R--640--
4	CHILLER	QUARTERLY	4	$2,054.51	$8,218.04	Yes	CARRIER	30RAN015---511PT
5	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	MCQUAY	RDS800BY
6	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	MCQUAY	RDS800BY
7	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	TRANE	4YCC4036A1070AB
8	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	TRANE	4YCC4036A1070AB
9	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	YORK	39MN08B00561N11…
10	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	DATA AIR	DACD-1132
11	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	DATA AIR	DACD-1132
12	COOLING TOWER	QUARTERLY	4	$600.50	$2,402.00	Yes	RECOLD	15125a
13	PACKAGED GAS/E…	QUARTERLY	4	$195.98	$783.92	Yes	CARRIER	48HJD006
14	PACKAGED GAS/E…	QUARTERLY	4	$195.98	$783.92	Yes	CARRIER	48HJD006
15	PACKAGED GAS/E…	QUARTERLY	4	$195.98	$783.92	Yes	CARRIER	48HJD006
16	PACKAGED GAS/E…	QUARTERLY	4	$195.98	$783.92	Yes	CARRIER	48HJD012
17	PACKAGED GAS/E…	QUARTERLY	4	$195.98	$783.92	Yes	CARRIER	48HJD025
18	PACKAGED GAS/E…	QUARTERLY	4	$235.55	$942.20	Yes	CARRIER	48HJD006--531--
19	PACKAGED GAS/E…	QUARTERLY	4	$235.55	$942.20	Yes	CARRIER	48HJD006--531--
20	PACKAGED GAS/E…	QUARTERLY	4	$235.55	$942.20	Yes	CARRIER	48HJD006--531--
21	PACKAGED GAS/E…	QUARTERLY	4	$235.55	$942.20	Yes	CARRIER	48HJD006--531--
22	BOILER	QUARTERLY	4	$840.59	$3,362.36	Yes	RYPAK	H3-HD401
23	CHILLER	QUARTERLY	4	$840.59	$3,362.36	Yes	CARRIER	30RAP0405JC4DF10
24	AIR HANDLER	QUARTERLY	4	$415.00	$1,660.00	Yes	PACE	A-30 AF SI
25	PACKAGED GAS/E…	QUARTERLY	4	$148.03	$592.12	Yes	CARRIER	48GPN024040311
26	PACKAGED GAS/E…	QUARTERLY	4	$148.03	$592.12	Yes	CARRIER	48GPN024040311
27	PACKAGED GAS/E…	QUARTERLY	4	$148.03	$592.12	Yes	CARRIER	48GPN024040311
28	PACKAGED HEAT …	QUARTERLY	4	$211.85	$847.40	Yes	YORK	50FCQM17A3A5A0…
29	SPLIT SYSTEM HE…	QUARTERLY	4	$202.75	$811.00	Yes	YORK	38YCC060540/FB4…
30	PACKAGED GAS/E…	QUARTERLY	4	$212.72	$850.88	Yes	YORK	ZJ090510N2EZZ50…
31	PACKAGED HEAT …	QUARTERLY	4	$196.11	$784.44	Yes	YORK	XP090C00R2A1BA…
32	PACKAGED HEAT …	QUARTERLY	4	$196.11	$784.44	Yes	YORK	B1HX036A06A
33	SPLIT SYSTEM HE…	QUARTERLY	4	$182.24	$728.96	Yes	YORK	CZH02411CA/MC3…
34	SPLIT SYSTEM HE…	QUARTERLY	4	$182.24	$728.96	Yes	YORK	CZH02411CA/MC3…
35	SPLIT SYSTEM HE…	QUARTERLY	4	$182.24	$728.96	Yes	YORK	YZH036311B/AM48…
36	COOLER	QUARTERLY	4	$198.96	$795.84	Yes	REZNOR	RDH350
37	COOLER	QUARTERLY	4	$198.96	$795.84	Yes	REZNOR	RDH350
38	PACKAGED GAS/E…	QUARTERLY	4	$212.31	$849.24	Yes	YORK	ZJ061S07N2EZZ50…
39	PACKAGED GAS/E…	QUARTERLY	4	$212.31	$849.24	Yes	YORK	ZJ061S07N2EZZ50…
40	PACKAGED GAS/E…	QUARTERLY	4	$212.31	$849.24	Yes	YORK	ZJ061S07N2EZZ50…
41	PACKAGED GAS/E…	QUARTERLY	4	$212.31	$849.24	Yes	YORK	ZJ061S07N2EZZ50…
42	SPLIT SYSTEM HE…	QUARTERLY	4	$198.97	$795.88	Yes	YORK	YHJF24S41S1A
43	SPLIT SYSTEM HE…	QUARTERLY	4	$198.97	$795.88	Yes	YORK	YCS36B22SA
44	SPLIT SYSTEM HE…	QUARTERLY	4	$190.64	$762.56	Yes	YORK	YHE48B21SA/AX48…
45	MINI SPLIT SYSTEM	QUARTERLY	4	$190.64	$762.56	Yes	SAMSUNG	AM048TXMDCH
46	PACKAGED GAS/E…	QUARTERLY	4	$221.12	$884.48	Yes	CARRIER	580BPZ240255AAAV
47	SPLIT SYSTEM HE…	QUARTERLY	4	$198.12	$792.48	Yes	YORK	YHJD60S44S4A/AH…
48	PACKAGED HEAT …	QUARTERLY	4	$211.85	$847.40	Yes	YORK	B1HH060A25B
49	PACKAGED HEAT …	QUARTERLY	4	$211.85	$847.40	Yes	YORK	B1HH060A25B
50	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	MCQUAY	RDS802BY
51	AIR HANDLER	QUARTERLY	4	$318.32	$1,273.28	Yes	MCQUAY	RDS802BY
52	SPLIT SYSTEM GAS	QUARTERLY	4	$198.38	$793.52	Yes	YORK	CZH06011CA/TM9…
53	SPLIT SYSTEM GAS	QUARTERLY	4	$198.38	$793.52	Yes	YORK	CZH06011CA/TM9…

54	PACKAGED HEAT …	QUARTERLY	4	$227.47	$909.88	Yes	BARD	W36H1-AOOVP4
55	PACKAGED HEAT …	QUARTERLY	4	$227.47	$909.88	Yes	BARD	W36H1-AOOVP4
56	SPLIT SYSTEM	QUARTERLY	4	$201.69	$806.76	Yes	YORK	YCJD60S41S2A
57	PACKAGED HEAT …	QUARTERLY	4	$201.69	$806.76	Yes	YORK	HA120C00A2AAA1A
58	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJO90S10N2EZZ50…
59	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJO90S10N2EZZ50…
60	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJ061S07N2EZZ50…
61	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJ061S07N2EZZ50…
62	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJ061507N2EZZ50…
63	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	YORK	ZJ300S32J2EZZ10…
64	PACKAGED GAS/E…	QUARTERLY	4	$209.76	$839.04	Yes	CARRIER	48HJM004
65	MINI SPLIT SYSTEM	QUARTERLY	4	$185.00	$740.00	Yes	MITSUBISHI ELEC…	PUZ-836NK37
66	CHILLER	QUARTERLY	4	$985.50	$3,942.00	Yes	YORK	YCAL0055EC46XD…
67	BOILER	QUARTERLY	4	$985.50	$3,942.00	Yes	AO SMITH	GB0 750 E42N020000
68	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	MAGIC AIRE	090-BRW-4-C
69	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	MAGIC AIRE	60-BR-C
70	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	MAGIC AIRE	60-BR-C
71	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	MAGIC AIRE	60-BR-C
72	PACKAGED HEAT …	QUARTERLY	4	$225.75	$903.00	Yes	YORK	WP078C00R4AABA…
73	PACKAGED GAS/E…	QUARTERLY	4	$213.33	$853.32	Yes	LENNOX	LGA088HH2G
74	PACKAGED GAS/E…	QUARTERLY	4	$213.33	$853.32	Yes	LENNOX	LGC072SH1G
75	PACKAGED GAS/E…	QUARTERLY	4	$213.33	$853.32	Yes	LENNOX	LGC120SH1G
76	PACKAGED GAS/E…	QUARTERLY	4	$213.33	$853.32	Yes	LENNOX	LGC102SH1G
77	PACKAGED GAS/E…	QUARTERLY	4	$213.33	$853.32	Yes	LENNOX	LGC150SH1G
78	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
79	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
80	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
81	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
82	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
83	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
84	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
85	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
86	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
87	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50HJQ006- - -501
88	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	50GCQM06A2A5A0…
89	CHILLER #1	QUARTERLY	4	$1,900.37	$7,601.48	Yes	SMARDT	SAA059-2BG6-2A5V
90	CHILLER #2	QUARTERLY	4	$1,900.37	$7,601.48	Yes	SMARDT	SAA059-2BG6-2A5V
91	BOILER #1	QUARTERLY	4	$985.99	$3,943.96	Yes	AJAX	WCP-2001-N
92	BOILER #2	QUARTERLY	4	$985.99	$3,943.96	Yes	AJAX	WCP-2001-N
93	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	TRANE	TWE240E40TAA
94	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	TRANE	TTA240E40TAA
95	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	TRANE	4TEC3F60B1000AA
96	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	TRANE	4TWA3060A4000BB
97	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
98	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
99	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA021UAC00
100	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UACOO
101	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
102	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA003UAC00
103	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA006UAC00
104	AHU RANGE SUPP…	QUARTERLY	4	$188.88	$755.52	Yes	TEAM AIR	CAH21600S
105	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA014UAC00
106	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA017UAC00

107	AHU RANGE EXHA…	QUARTERLY	4	$188.88	$755.52	Yes	TEAM AIR	CAH28500S
108	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA012UAC00
109	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA017UAC00
110	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
111	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
112	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA003UAC00
113	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA006UAC00
114	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	TRANE	CSAA010UAC00
BASE BID - BUILDING AUTOMATION CITY HALL								
115	CHILLER/BOIILER/…	Month	12	$307.52	$3,690.24	Yes	N/A	N/A
BASE BID - BUILDING AUTOMATION PD								
116	CHILLER/BOILER/V…	Month	12	$307.52	$3,690.24	Yes	N/A	N/A
BASE BID - EXTRA WORK								
117	REGULAR WORKI…	Hour	1	$197.00	$197.00	Yes	N/A	N/A
118	HOLIDAY HOURS	Hour	1	$394.00	$394.00	Yes	N/A	N/A
119	AFTER HOURS	Hour	1	$295.50	$295.50	Yes	N/A	N/A
ALTERNATE BID - ANNUAL AUDIT								
120	ALL EQUIPMENT	YEAR	1		$158,190.40	excluding automation and alternative PM below	ALL EQUIPMENT	ALL EQUIPMENT
ALTERNATE BID - PM					$4,092.00			
121	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	TRANE	4YCC4030A1070AA
122	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	TRANE	4YCC4030A1070AA
123	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	TRANE	4YCC4030A1070AA
124	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	TRANE	4YCC4024A1060AB
125	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	TRANE	4YCC4024A1060AB
126	PACKAGED GAS/E…	QUARTERLY	4	$170.50	$682.00	Yes	CARRIER	48GSN030040301

City of Chino
Bid Results for Project CITYWIDE HVAC PREVENTATIVE MAINTENANCE AND REPAIRS (RFP#2025-0015A)
Issued on 07/10/2025
Bid Due on August 07, 2025 10:00 AM (PDT)
Exported on 09/04/2025

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	C.E. Mechanical, Inc. - Unit Price	C.E. Mechanical, Inc. - Line Total	C.E. Mechanical, Inc. - Response	C.E. Mechanical, Inc. - Comment
1	BASE BID - PM		BOILER		QUARTERLY	4	$953.00	$3,812.00	Yes	
2	BASE BID - PM		CHILLER		QUARTERLY	4	$2,054.51	$8,218.04	Yes	
3	BASE BID - PM		CHILLER		QUARTERLY	4	$2,054.51	$8,218.04	Yes	
4	BASE BID - PM		CHILLER		QUARTERLY	4	$2,054.51	$8,218.04	Yes	
5	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
6	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
7	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
8	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
9	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
10	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
11	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
12	BASE BID - PM		COOLING TOWER		QUARTERLY	4	$600.50	$2,402.00	Yes	
13	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$195.98	$783.92	Yes	
14	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$195.98	$783.92	Yes	
15	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$195.98	$783.92	Yes	
16	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$195.98	$783.92	Yes	
17	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$195.98	$783.92	Yes	
18	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$235.55	$942.20	Yes	
19	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$235.55	$942.20	Yes	
20	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$235.55	$942.20	Yes	
21	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$235.55	$942.20	Yes	
22	BASE BID - PM		BOILER		QUARTERLY	4	$840.59	$3,362.36	Yes	
23	BASE BID - PM		CHILLER		QUARTERLY	4	$840.59	$3,362.36	Yes	
24	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$415.00	$1,660.00	Yes	
25	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$148.03	$592.12	Yes	
26	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$148.03	$592.12	Yes	
27	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$148.03	$592.12	Yes	
28	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$211.85	$847.40	Yes	
29	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$202.75	$811.00	Yes	
30	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$212.72	$850.88	Yes	
31	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$196.11	$784.44	Yes	
32	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$196.11	$784.44	Yes	
33	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$182.24	$728.96	Yes	
34	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$182.24	$728.96	Yes	
35	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$182.24	$728.96	Yes	
36	BASE BID - PM		COOLER		QUARTERLY	4	$198.96	$795.84	Yes	
37	BASE BID - PM		COOLER		QUARTERLY	4	$198.96	$795.84	Yes	
38	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$212.31	$849.24	Yes	
39	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$212.31	$849.24	Yes	
40	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$212.31	$849.24	Yes	
41	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$212.31	$849.24	Yes	
42	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$198.97	$795.88	Yes	
43	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$198.97	$795.88	Yes	
44	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$190.64	$762.56	Yes	
45	BASE BID - PM		MINI SPLIT SYSTEM		QUARTERLY	4	$190.64	$762.56	Yes	
46	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$221.12	$884.48	Yes	
47	BASE BID - PM		SPLIT SYSTEM HEAT PUMP		QUARTERLY	4	$198.12	$792.48	Yes	
48	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$211.85	$847.40	Yes	
49	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$211.85	$847.40	Yes	
50	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
51	BASE BID - PM		AIR HANDLER		QUARTERLY	4	$318.32	$1,273.28	Yes	
52	BASE BID - PM		SPLIT SYSTEM GAS		QUARTERLY	4	$198.38	$793.52	Yes	
53	BASE BID - PM		SPLIT SYSTEM GAS		QUARTERLY	4	$198.38	$793.52	Yes	
54	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$227.47	$909.88	Yes	
55	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$227.47	$909.88	Yes	
56	BASE BID - PM		SPLIT SYSTEM		QUARTERLY	4	$201.69	$806.76	Yes	
57	BASE BID - PM		PACKAGED HEAT PUMP		QUARTERLY	4	$201.69	$806.76	Yes	
58	BASE BID - PM		PACKAGED GAS/ELECTRIC		QUARTERLY	4	$209.76	$839.04	Yes	

59	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
60	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
61	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
62	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
63	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
64	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$209.76	$839.04	Yes	
65	BASE BID - PM	MINI SPLIT SYSTEM	QUARTERLY	4	$185.00	$740.00	Yes	
66	BASE BID - PM	CHILLER	QUARTERLY	4	$985.50	$3,942.00	Yes	
67	BASE BID - PM	BOILER	QUARTERLY	4	$985.50	$3,942.00	Yes	
68	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	
69	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	
70	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	
71	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$265.03	$1,060.12	Yes	
72	BASE BID - PM	PACKAGED HEAT PUMP	QUARTERLY	4	$225.75	$903.00	Yes	
73	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$213.33	$853.32	Yes	
74	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$213.33	$853.32	Yes	
75	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$213.33	$853.32	Yes	
76	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$213.33	$853.32	Yes	
77	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$213.33	$853.32	Yes	
78	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
79	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
80	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
81	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
82	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
83	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
84	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
85	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
86	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
87	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
88	BASE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes	
89	BASE BID - PM	CHILLER #1	QUARTERLY	4	$1,900.37	$7,601.48	Yes	
90	BASE BID - PM	CHILLER #2	QUARTERLY	4	$1,900.37	$7,601.48	Yes	
91	BASE BID - PM	BOILER #1	QUARTERLY	4	$985.99	$3,943.96	Yes	
92	BASE BID - PM	BOILER #2	QUARTERLY	4	$985.99	$3,943.96	Yes	
93	BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	
94	BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	
95	BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	
96	BASE BID - PM	SPLIT SYSTEM	QUARTERLY	4	$181.50	$726.00	Yes	
97	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
98	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
99	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
100	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
101	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
102	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
103	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
104	BASE BID - PM	AHU RANGE SUPPLY	QUARTERLY	4	$188.88	$755.52	Yes	
105	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
106	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
107	BASE BID - PM	AHU RANGE EXHAUST	QUARTERLY	4	$188.88	$755.52	Yes	
108	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
109	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
110	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
111	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
112	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
113	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
114	BASE BID - PM	AIR HANDLER	QUARTERLY	4	$255.24	$1,020.96	Yes	
						$158,190.40		
115	BASE BID - BUILDING AUTOMATION CITY HALL	CHILLER/BOIILER/VAV/AHU	Month	12	$307.52	$3,690.24	Yes	
						$3,690.24		
116	BASE BID - BUILDING AUTOMATION PD	CHILLER/BOILER/VAV/AHU	Month	12	$307.52	$3,690.24	Yes	
						$3,690.24		
117	BASE BID - EXTRA WORK	REGULAR WORKING HOURS	Hour	1	$197.00	$197.00	Yes	
118	BASE BID - EXTRA WORK	HOLIDAY HOURS	Hour	1	$394.00	$394.00	Yes	
119	BASE BID - EXTRA WORK	AFTER HOURS	Hour	1	$295.50	$295.50	Yes	
						$886.50		
120	ALTERNATE BID - ANNUAL AUDIT	ALL EQUIPMENT	YEAR	1		No		Base total is $158,190.40 without auton

						$0.00	
121	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
122	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
123	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
124	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
125	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
126	ALTERNATE BID - PM	PACKAGED GAS/ELECTRIC	QUARTERLY	4	$170.50	$682.00	Yes
						$4,092.00	
						$170,549.38	

Contract Cost Summary

CONTRACT TOTAL 2.5 YEARS		
1 full year bid proposal base bid:	$	165,570.88
6 month base bid w/automation and bonds:	**$**	**125,000.00**
Year 2 (with 3.5% CPI)	**$**	**172,000.00**
Year 3 (with 3.5% CPI)	**$**	**179,000.00**
Total PM:	**$**	**476,000.00**
Total Extra Repairs:	**$**	**900,000.00**
CONTRACT TOTAL 2.5 YEARS:	**$**	**1,376,000.00**

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Cooperative Agreement with the California Department of Transportation (Caltrans) for the relinquishment of State Route 83 (Euclid Avenue).

RECOMMENDATION

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

FISCAL IMPACT

This transaction will require a revenue increase in the General Fund of $18,823,725 and an appropriation of $60,000 from the General Fund 100, to prepare an easement transfer document required for relinquishment. A new revenue account and project number MS265 will be established to track all transactions for the relinquishment funds. During the close of each fiscal year, Accounting will reserve and track unspent amounts in the General Fund Assigned balance to be earmarked for future maintenance and project costs of Euclid Avenue.

Following California Transportation Commission (CTC) approval, tentatively scheduled for its March 2026 meeting, Caltrans will file a Resolution of Relinquishment with the County Recorder's Office. Approximately 30 days following this recordation, the City will receive a one-time lump-sum payment of $18,823,725. Anticipated annual maintenance and capital improvement expenses will be incorporated into the Fiscal Year 2026-27 budget and 5-year Capital Improvement Program. Maintenance costs to close out Fiscal Year 2025-26 will be absorbed through current Citywide maintenance programs.

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: 1001000-TBD-MS265	Expenditure: 1007010-40010-43650-MS265
Transfer In:	Transfer Out:

BACKGROUND

Euclid Avenue was established as a state highway in 1934 and designated as California State Route 83 (SR-83) in 1964. SR-83 has historically served as a key north-south corridor for the region spanning 14 miles through the cities of Upland, Ontario, and Chino. In 2010, the City of Upland completed the relinquishment of SR-83 within its city limits, transferring control from Caltrans to Upland. Similarly, in 2024, the City of Ontario finalized the relinquishment of the portion of SR-83 within its jurisdiction, gaining local authority over the roadway for future planning, maintenance, and improvements.

On January 17, 2023, City Council adopted Resolution No. 2023-006 supporting and initiating State Legislation for the California Transportation Commission's (CTC) relinquishment of SR-83 in the City of Chino. SR-83 spans 6.25 miles from Riverside Drive to State Route 71 (Exhibit A). In October 2023, Assembly Bill 250 passed, authorizing the CTC to consider relinquishing the portion of SR-83 within the City of Chino limits.

In September 2024, Caltrans staff provided a formal compensation offer to the City in the amount of $15,885,000 for the relinquishment of SR-83. This financial offer began further discussions between the City and Caltrans regarding potential terms of a relinquishment agreement. In April 2025, the City received a draft Relinquishment Agreement for review and comment. In August 2025, Caltrans, City staff, and City Attorney came to an agreement on the final language and terms. In September 2025, after negotiations between City staff and Caltrans District 8, Caltrans Headquarters approved an additional $2,938,725 in funding—an 18.5% increase over the original allocation—raising the total compensation to $18,823,725.

On September 30, 2025, City staff presented an update to the Infrastructure/Streets Committee on the progress of the relinquishment and negotiated financial compensation. The Committee provided support of the relinquishment to staff, allowing the Resolution to be brought forth to City Council for consideration.

ISSUES/ANALYSIS

Taking ownership of Euclid Avenue from Caltrans will enable the City to strategically align roadway improvements with local economic development goals. With greater control, the City can implement infrastructure upgrades and streetscape enhancements that attract investment, support local businesses, and create a more vibrant commercial corridor. This transition positions the City to proactively shape Euclid Avenue into a catalyst for sustained economic growth.

With relinquishment, the City gains the ability to pursue state and federal grants, as well as other external funding opportunities through SBCTA, to support roadway upgrades, safety enhancements, tailored traffic management, traffic signal interconnect and cameras, and beautification projects without relying solely on general fund dollars. This empowers Chino with greater local control, ensuring that improvements reflect community priorities and can be implemented more efficiently. Ultimately, the transition provides both fiscal flexibility and the autonomy needed to shape Euclid Avenue into a corridor that better serves residents, businesses, and visitors.

By signing the Agreement and adopting Resolution No. 2025-090, the City will accept and assume full maintenance, ownership, responsibility, control, and liability in perpetuity over the relinquished facilities in exchange for the payment of $18,823,725 from Caltrans to the City of Chino.

A portion of Euclid Avenue between SR-71 and Pine Avenue is located on federally managed lands of the United States Army Corps of Engineers (USACE). To transfer those rights, the City will need to enter into a temporary License Agreement with USACE for interim rights to access and maintain Euclid Avenue until a permanent roadway easement is executed between the City and USACE. To secure outstanding rights of Euclid Avenue on Federal land, the City will need to appropriate $60,000 to have an on-call consultant complete a legal description at a price of $7,475 and have USACE administer the process at an approximate cost of $50,000 which will finalize the easement transfer.

Staff recommends adoption of Resolution No. 2025-090 authorizing the City Manager to execute a Cooperative Agreement with Caltrans for the relinquishment of Euclid Avenue to the City. Following the CTC's approval of the Resolution of Relinquishment, Caltrans's recording of said Resolution with the County Recorder's Office, and City's receipt of an additional 18.5% funding allocation, totaling $2,938,725 above the original $15,885,000 programmed amount for a combined total of $18,823,715, the City shall formally accept the portion of Euclid Avenue in perpetuity identified in the Relinquishment Agreement.

Attachments: Exhibit A – Relinquishment Area Vicinity Map
Exhibit B – Resolution No. 2025-090 (Authorizing Cooperative Agreement)
Exhibit C – Agreement No. 08-1799 (Relinquishment Agreement)

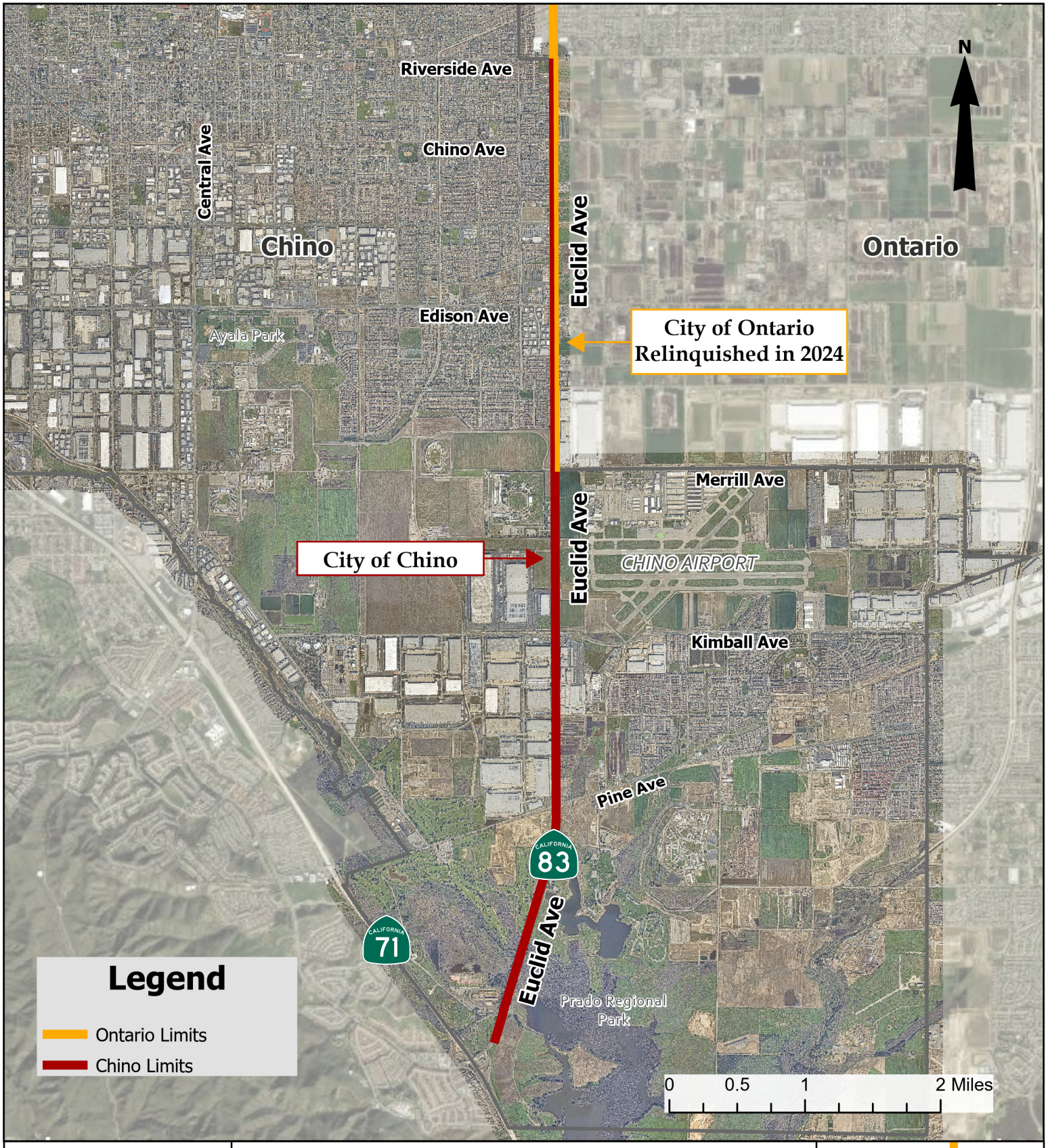


Exhibit A - Vicinity Map

Proposed Euclid Avenue Relinquishment Limits

RESOLUTION NO. 2025-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR RELINQUISHMENT 509-S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO RELINQUISH STATE ROUTE 83 (EUCLID AVENUE) WITHIN THE CITY OF CHINO FROM STATE ROUTE 71 TO THE NORTH CITY LIMIT AT RIVERSIDE DRIVE.

WHEREAS, the State of California Department of Transportation ("Caltrans") is authorized to relinquish certain areas of right of way pursuant to Streets and Highways Code Section 73 within a local agency's jurisdiction, with the local agency's consent, and with the approval of the California Transportation Commission ("CTC"); and

WHEREAS, Caltrans and the City of Chino ("City"), pursuant to California Streets and Highways Code Sections 73 and 383, are authorized to enter into a Cooperative Agreement providing for relinquishment by Caltrans to the City a portion of State Highway 83 ("SR-83") also known as Euclid Avenue. Said portion referred to hereinafter as Relinquished Facilities; and

WHEREAS, Caltrans desires to relinquish to the City those portions of SR-83 (Euclid Avenue) within City limits from Post Mile 0.197 to Post Mile 6.41 (northeast of State Route 71 to Riverside Drive) as depicted in Exhibits A-1 through A-5, attached hereto and incorporated by this reference; and

WHEREAS, Caltrans desires to relinquish to the City those portions of SR-83 crossing the federally-managed lands of the United States Army Corps of Engineers (USACE) shown as Segment 1 from Post Mile 0.197 to Post Mile 1.63 as depicted in Exhibits A-1, A-2 and A-3 previously attached and incorporated above. Currently, Caltrans holds a non-transferrable highway easement for SR-83 assigned by USACE. Upon relinquishment by Caltrans, the City understands USACE will immediately assign a permit to operate and maintain said relinquished federal portion shown as Segment 1. City also understands a perfection of title will be completed with USACE resulting in a final road easement to the City and no further action will be required by Caltrans within the relinquished portion; and

WHEREAS, Caltrans desires the City acknowledge the receipt and review of the Environmental Disclosure Memo (EDM): Relinquishment Rel-#509-S dated April 2, 2025 and Caltrans CEQA Determination from Categorically Exempt (CE) dated January 23, 2025; and

WHEREAS, Caltrans is willing to make a lump sum payment to the City to satisfy its obligations set forth in the Cooperative Agreement; and

WHEREAS, during the fund request of financial contribution (FCO) to CTC, Caltrans will include an additional 18.5% allocation, or $2,938,725 in addition to the original programmed amount of $15,885,000 for a total funding amount of $18,823,725.00.

WHEREAS, the City is willing to accept the Relinquished Property from Caltrans upon approval by the CTC of a Resolution of Relinquishment and Caltrans' recording of said Resolution in the County Recorder's Office as a means to fulfill its obligations under the Cooperative Agreement; and

WHEREAS, upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, City will accept and assume full maintenance, ownership, responsibility, control, and liability in perpetuity over the Relinquished Facilities in exchange for the payment of $18,823,725.00 with the expectation that the CTC will determine that this or some other allocation made by the CTC is in the best interest of Caltrans; and

WHEREAS, relinquishment will occur upon both the approval by the CTC of a Resolution of Relinquishment and recording of said Resolution in the County Recorder's Office; and

WHEREAS, with the intention of facilitating ongoing negotiations between the Parties, the City Council desires to authorize the City Manager to execute the Cooperative Agreement; and

WHEREAS, prior to relinquishing any portion of a state highway, Caltrans must provide ninety (90) day written notice of its intention to relinquish said highway to the City Council under Section 73 of the Streets and Highways Code unless the Council waives this requirement; and

WHEREAS, the execution of this Resolution constitutes City's waiver of the ninety (90) day notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

SECTION 2. The City of Chino desires to accept the Relinquished Property upon approval by the CTC of a Resolution of Relinquishment and Caltrans's recording of said Resolution in the County Recorder's Office and subject further to Caltrans paying City an additional 18.5% allocation, or $2,938,725.00 in addition to the original programmed amount of $15,885,000.00 for a total funding amount of $18,823,725.00.

SECTION 3. The City Council of the City of Chino hereby waives the ninety (90) day notice of intention to relinquish pursuant to Streets and Highways Code Section 73.

SECTION 4. The City Manager, or designee, is authorized to take all steps needed to accept the relinquishment, including, without limitation, accepting and executing any certificates of acceptance, relinquishments, grant deeds, any other documents, and any other actions as may be necessary in furtherance of the relinquishment.

SECTION 5. This activity is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the relinquishment in question may have a significant effect on the environment.

SECTION 6. The City Clerk shall certify to the adoption of the Resolution.

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

PASSED, APPROVED, AND ADOPTED this 2nd day of December 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

APPROVED AS TO FORM:

_____
FRED GALANTE
CITY ATTORNEY

ATTACHMENTS:

EXHIBIT A-1 Proposed Relinquishment 509-S to the City of Chino
EXHIBIT A-2 Proposed Relinquishment 509-S to the City of Chino
EXHIBIT A-3 Proposed Relinquishment 509-S to the City of Chino
EXHIBIT A-4 Proposed Relinquishment 509-S to the City of Chino
EXHIBIT A-5 Proposed Relinquishment 509-S to the City of Chino

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 2nd day of December 2025 by the following votes:

AYES:

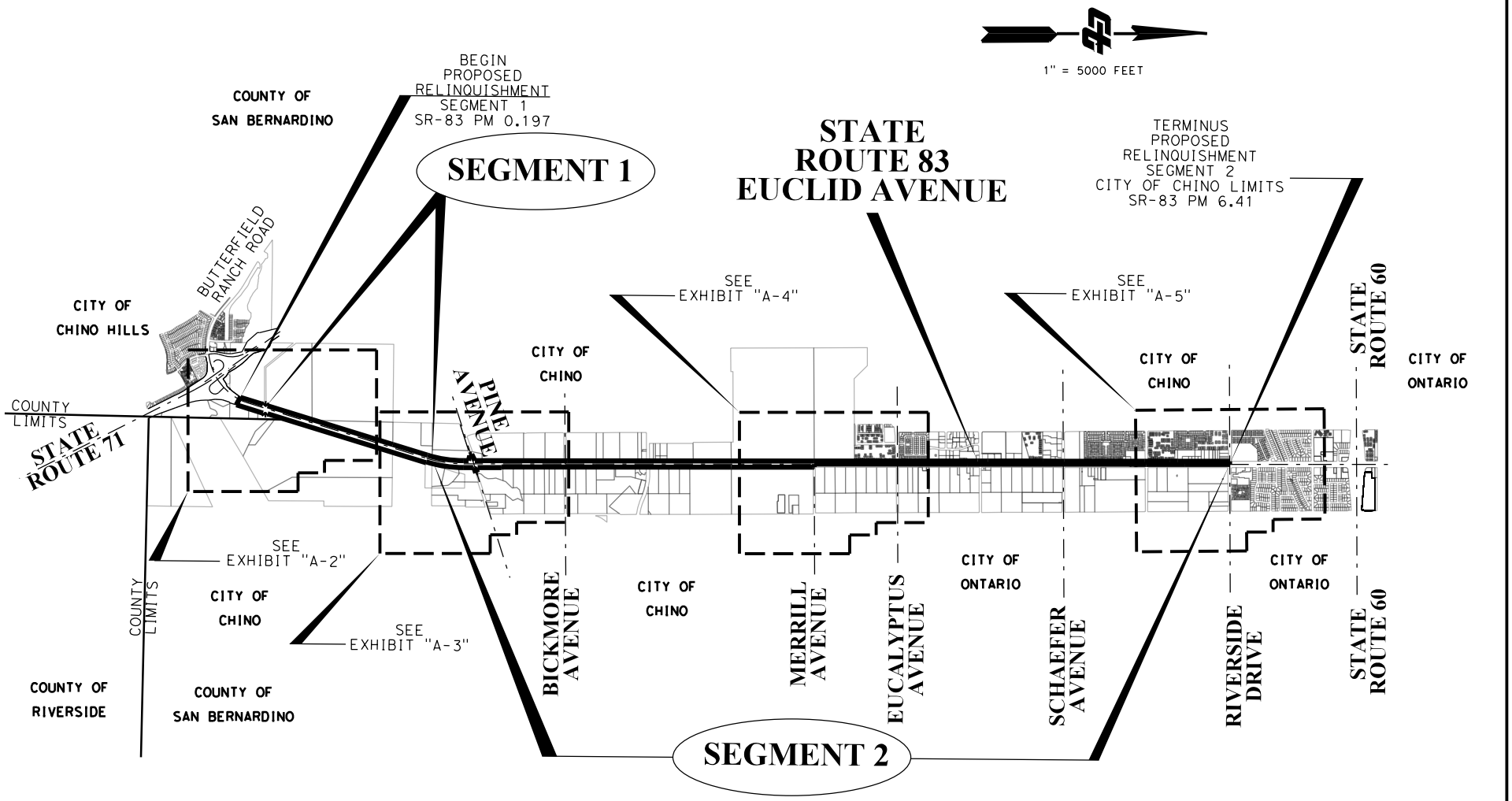
NOES:

ABSENT:

_____
NATALIE GONZAGA, CITY CLERK

(SEAL)

EXHIBIT A-1



LEGEND

EXISTING STATE R/W & ACCESS CONTROL

PROPOSED RELINQUISHMENT

CITY OF CHINO
EXHIBIT FOR
CITY COUNCIL RESOLUTION

EXHIBIT A-1 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 5000 FEET

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	0.20/6.41	A-1	1 OF 5

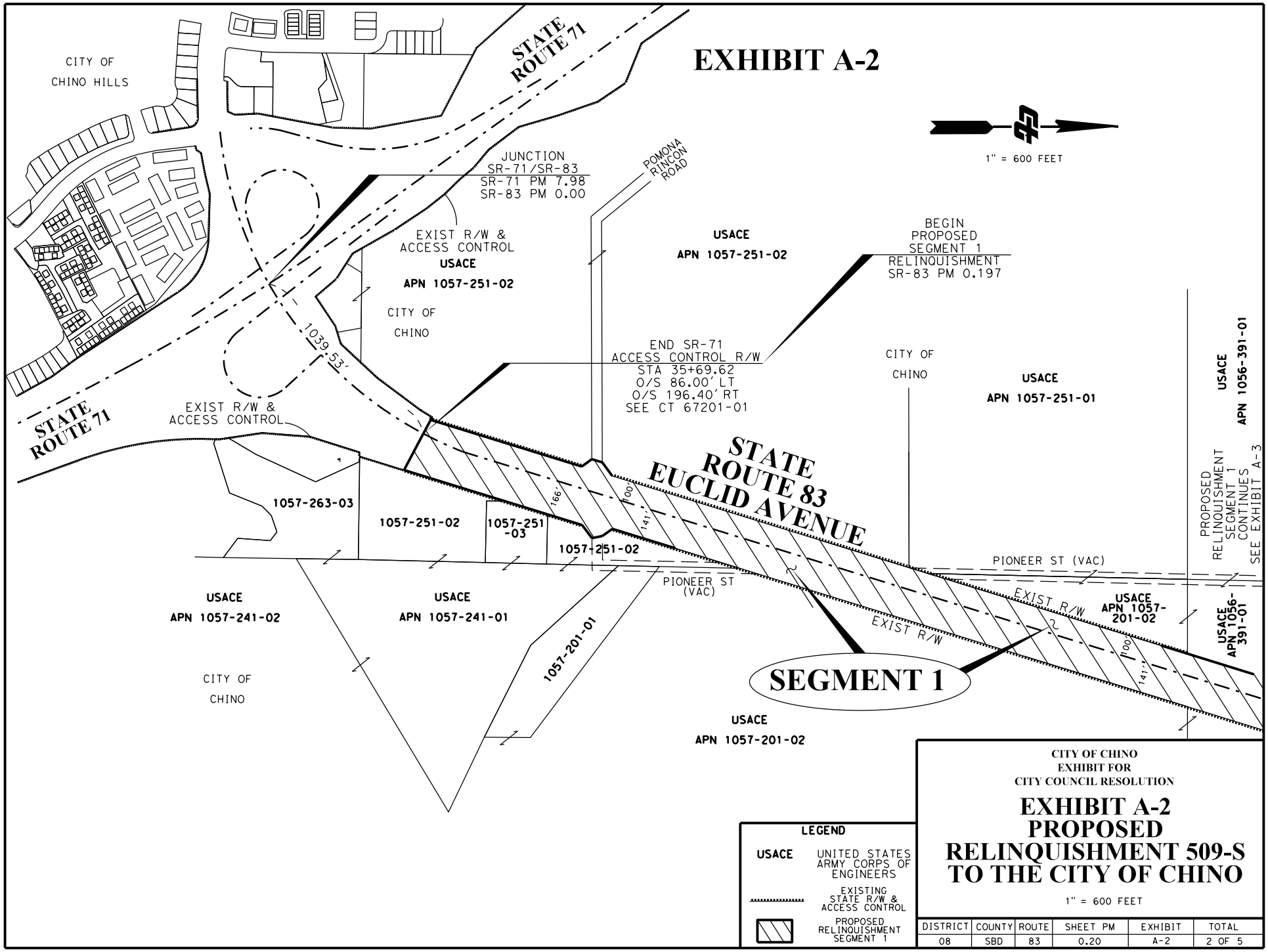
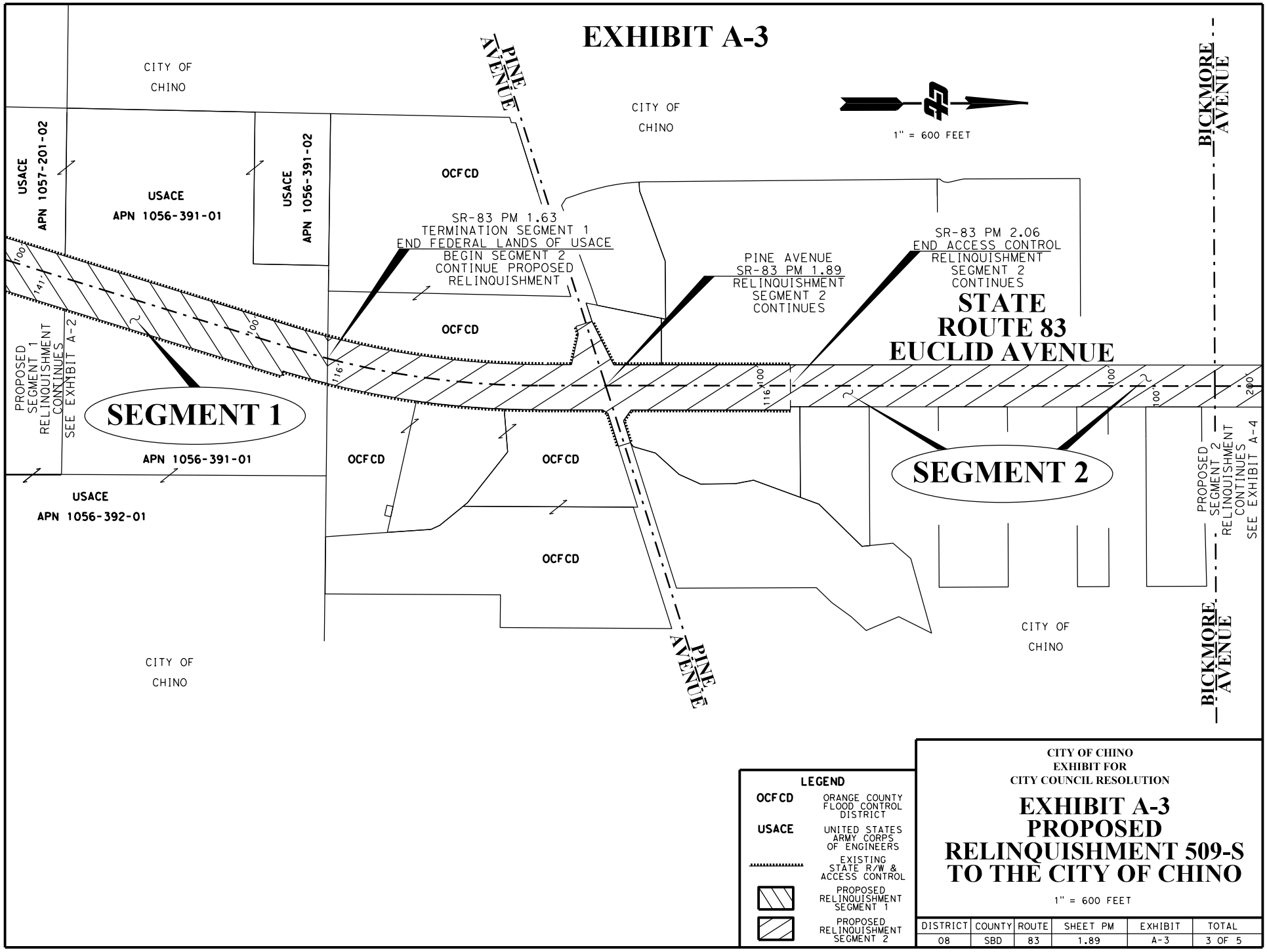


EXHIBIT A-2
1" = 600 FEET
CITY OF CHINO HILLS
STATE ROUTE 71
JUNCTION SR-71/SR-83
SR-71 PM 7.98
SR-83 PM 0.00
POMONA RINCON ROAD
EXIST R/W & ACCESS CONTROL
USACE
APN 1057-251-02
CITY OF CHINO
1039.53'
USACE
APN 1057-251-02
BEGIN PROPOSED SEGMENT 1 RELINQUISHMENT
SR-83 PM 0.197
END SR-71 ACCESS CONTROL R/W
STA 35+69.62
O/S 86.00' LT
O/S 196.40' RT
SEE CT 67201-01
CITY OF CHINO
USACE
APN 1057-251-01
USACE
APN 1056-391-01
PROPOSED RELINQUISHMENT SEGMENT 1 CONTINUES
SEE EXHIBIT A-3
STATE ROUTE 71
EXIST R/W & ACCESS CONTROL
STATE ROUTE 83
EUCLID AVENUE
1057-263-03
1057-251-02
1057-251-03
1057-251-02
166'
100'
141'
PIONEER ST (VAC)
PIONEER ST (VAC)
EXIST R/W
EXIST R/W
USACE
APN 1057-241-02
USACE
APN 1057-241-01
USACE
APN 1057-201-02
USACE
APN 1056-391-01
1057-201-01
CITY OF CHINO
SEGMENT 1
USACE
APN 1057-201-02
LEGEND
USACE
UNITED STATES ARMY CORPS OF ENGINEERS
EXISTING STATE R/W & ACCESS CONTROL
PROPOSED RELINQUISHMENT SEGMENT 1
CITY OF CHINO
EXHIBIT FOR
CITY COUNCIL RESOLUTION
EXHIBIT A-2
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO
1" = 600 FEET
DISTRICT 08
COUNTY SBD
ROUTE 83
SHEET PM 0.20
EXHIBIT A-2
TOTAL 2 OF 5

EXHIBIT A-3



LEGEND

OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
	EXISTING STATE R/W & ACCESS CONTROL
	PROPOSED RELINQUISHMENT SEGMENT 1
	PROPOSED RELINQUISHMENT SEGMENT 2

CITY OF CHINO
EXHIBIT FOR
CITY COUNCIL RESOLUTION

EXHIBIT A-3
PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 600 FEET

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	1.89	A-3	3 OF 5

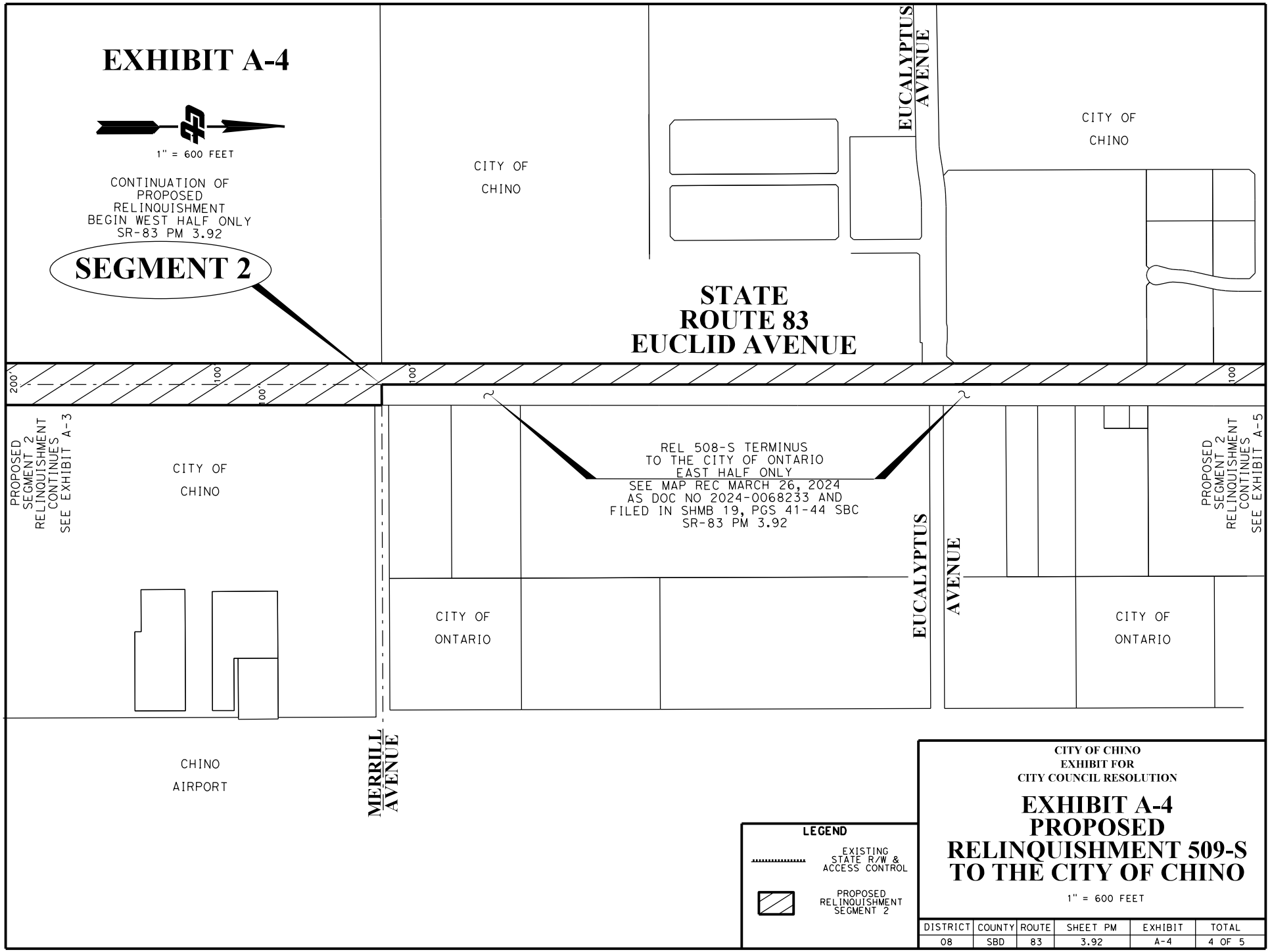
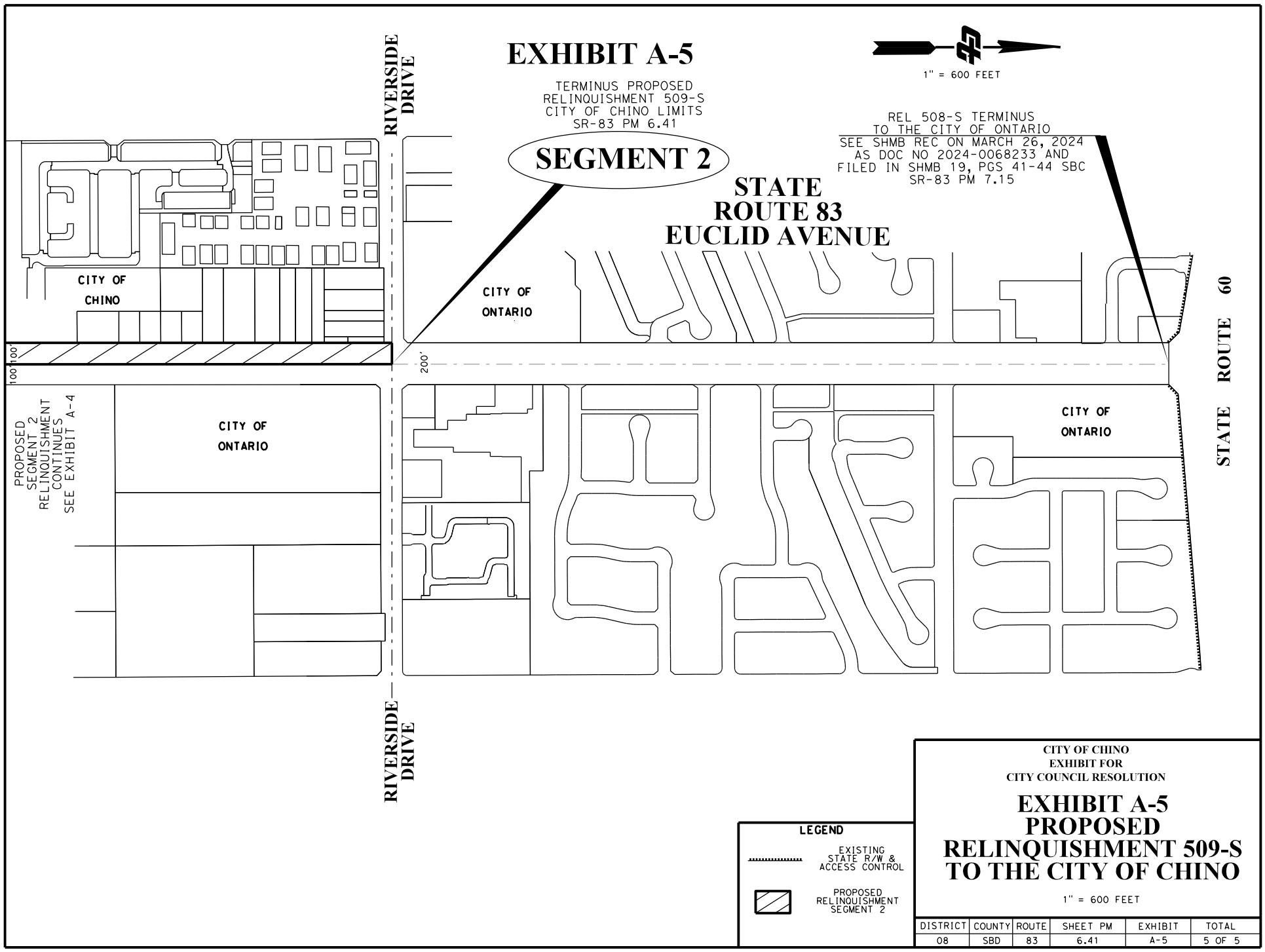


EXHIBIT A-4
1" = 600 FEET
CONTINUATION OF PROPOSED RELINQUISHMENT BEGIN WEST HALF ONLY SR-83 PM 3.92
SEGMENT 2
CITY OF CHINO
EUCALYPTUS AVENUE
CITY OF CHINO
STATE ROUTE 83 EUCLID AVENUE
200'
100'
100'
100'
100'
PROPOSED SEGMENT 2 RELINQUISHMENT CONTINUES SEE EXHIBIT A-3
CITY OF CHINO
REL 508-S TERMINUS TO THE CITY OF ONTARIO EAST HALF ONLY SEE MAP REC MARCH 26, 2024 AS DOC NO 2024-0068233 AND FILED IN SHMB 19, PGS 41-44 SBC SR-83 PM 3.92
EUCALYPTUS AVENUE
PROPOSED SEGMENT 2 RELINQUISHMENT CONTINUES SEE EXHIBIT A-5
CITY OF ONTARIO
CITY OF ONTARIO
CHINO AIRPORT
MERRILL AVENUE
LEGEND
EXISTING STATE R/W & ACCESS CONTROL
PROPOSED RELINQUISHMENT SEGMENT 2
CITY OF CHINO
EXHIBIT FOR
CITY COUNCIL RESOLUTION
EXHIBIT A-4
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO
1" = 600 FEET
DISTRICT 08
COUNTY SBD
ROUTE 83
SHEET PM 3.92
EXHIBIT A-4
TOTAL 4 OF 5

EXHIBIT A-5



CITY OF CHINO
EXHIBIT FOR
CITY COUNCIL RESOLUTION

EXHIBIT A-5
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO

1" = 600 FEET

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	6.41	A-5	5 OF 5

08-SBD-083-0.159/6.41
EA 1L100
Project ID 0819000156
Agreement 08-1799

EXHIBIT C

RELINQUISHMENT AGREEMENT (STATE HIGHWAY)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Chino, a municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California Streets and Highways Code Sections 73 & 383, are authorized to enter into a cooperative agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.

2. CALTRANS intends to relinquish to CITY that portion of State Route (SR) 83 from SR 71 to Riverside Drive as shown in Exhibit A-1 through A-5, which are attached to and made a part of this AGREEMENT, referred to hereinafter as RELINQUISHED FACILITIES. This relinquishment is based on Legislative Enactment. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.

3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of $15,885,000 or some other allocation made by the CTC that is deemed to be in the best interest of CALTRANS.

4. CALTRANS and CITY, individually referred to as PARTY and collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

DRAFT

EXHIBIT C

SECTION I

CITY AGREES:

1. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.

2. To accept the allocation determined by the CTC as CALTRANS' only payment obligation for the RELINQUISHED FACILITIES. CITY will invoice CALTRANS after the day of the funding approval by the CTC.

3. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

4. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the Environmental Disclosure Memo (EDM): Relinquishment Rel-#509-S dated April 2, 2025 and Caltrans CEQA Determination from Categorically Exempt (CE) dated January 23, 2025. CITY has received and reviewed a copy of the above-referenced EDM and CE. It is understood that within one year prior of the CTC date of approval of the resolution of relinquishment, CALTRANS will conduct a review of the above-referenced EDM and CE and if it determines that there is substantive or potentially substantive adverse change to the environment that did not exist at the time of the above-referenced EDM and CE, CALTRANS shall immediately notify CITY of said changes. If no substantive or potentially substantive adverse change to the environment is found to exist, acceptance of the relinquishment in its current environmental condition shall remain in effect. Copies of the above-referenced EDM and CE and any updates are available at the district environmental office. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

DRAFT

EXHIBIT C

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.

2. To forward and support CITY's request to the CTC for the allocation of $15,885,000, with the expectation that the CTC will determine that this or some other allocation is in the best interest of CALTRANS. CALTRANS agrees to pay CITY, within forty-five (45) days of funding approval by the CTC, the amount of $15,885,000, or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS' only payment obligation for the purpose of the RELINQUISHED FACILITIES.

3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.

4. Upon recordation of this relinquishment and CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals section, are enforceable.

2. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).

3. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES through a no fee permit.

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EXHIBIT C

4. CITY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the EDM dated April 2, 2025 and CE dated January 23, 2025, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.

5. CALTRANS shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the EDM dated April 2, 2025 and CE dated January 23, 2025, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.

6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

DRAFT

EXHIBIT C

8. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.

9. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of $15,885,000 or any other allocation made by the CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

EXHIBIT C

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

DRAFT

CITY OF CHINO

Project Manager: Alberto Espinoza, Deputy Director of Public Works/City Engineer

Phone Number: (909) 334-3428

E-mail: aespinoza@cityofchino.org

Billing Address: 13220 Central Avenue, Chino 91710

CALTRANS

Project Manager: Mohammed H. Rahman, Project Manager

Phone Number: (909) 501-9320

E-mail: mohammed.rahman@dot.ca.gov

EXHIBIT C

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By: _____
Catalino A. Pining III
District Director

VERIFIED OF FUNDS & AUTHORITY:

By: _____
Karem Evans
District Budget Manager (Acting)

By: _____
Attorney
Department of Transportation

CITY OF CHINO

By: _____
Dr. Linda Reich
City Manager

By: _____
Hye Jin Lee, P.E.
Public Works Director

Attest: _____
Natalie Gonzaga
City Clerk

By: _____
Fred Galante
City Attorney

DRAFT

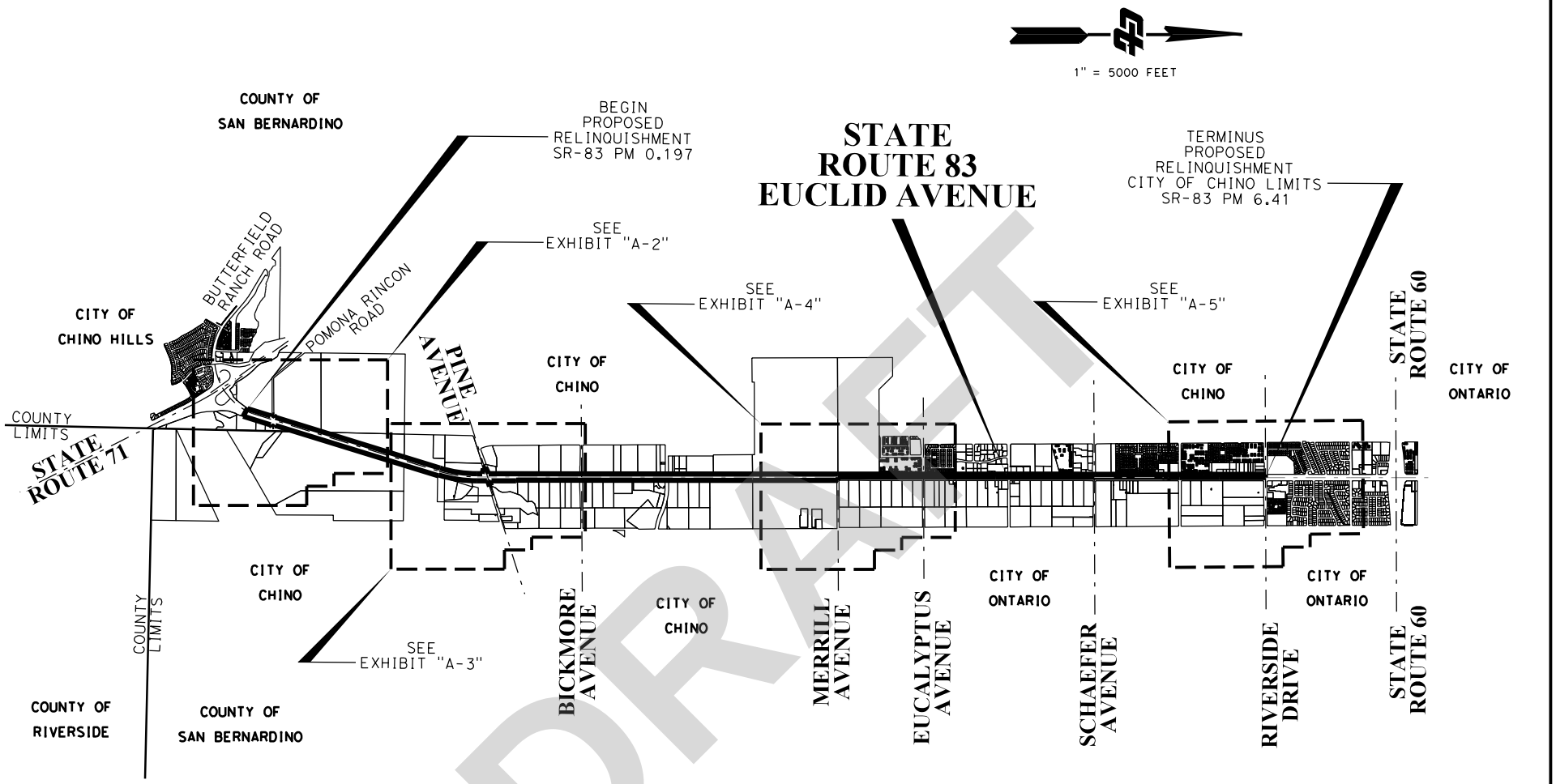
EXHIBIT C

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By: _____
Darwin Salmos
HQ Accounting Supervisor

DRAFT

EXHIBIT A-1



DRAFT

RELINQUISHMENT NOTES

1. PINE AVENUE WAS RELINQUISHED AS SUPERSEDED SR-77A TO THE COUNTY OF SAN BERNARDINO PER REL NO. 88-S. SEE SHMBK 3, PGS 40-44 REC ON 2-16-1959. CTC RESOLUTION RECORDED AS O.R. BK 2921, PG 150 ON 9-3-1959 SBC RECORDS.
2. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS PER SBC LAFCO RECORDS

LEGEND

EXISTING STATE R/W & ACCESS CONTROL

PROPOSED RELINQUISHMENT

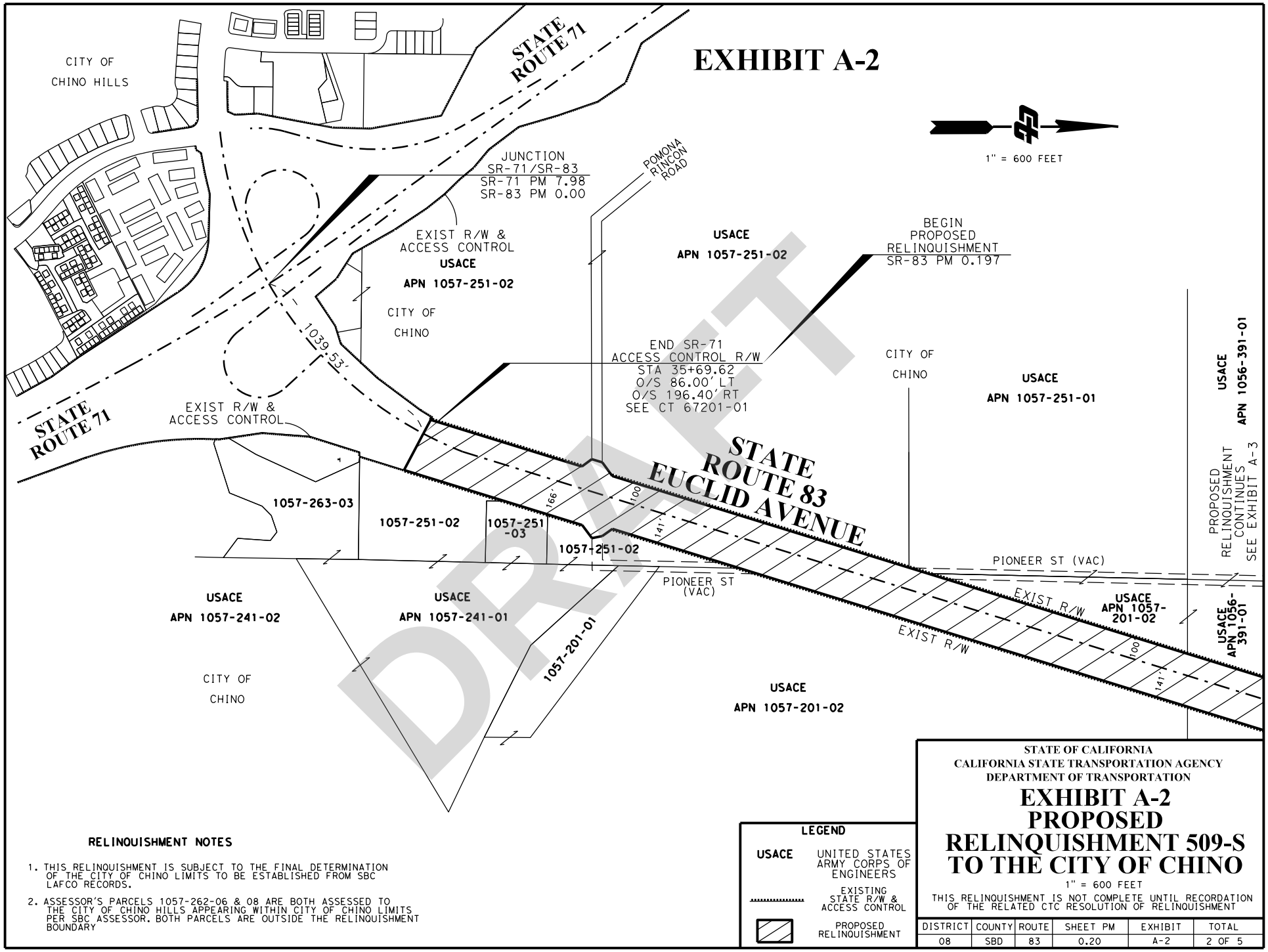
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-1 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 5000 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	0.20/6.41	A-1	1 OF 5



RELINQUISHMENT NOTES

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS TO BE ESTABLISHED FROM SBC LAFCO RECORDS.
2. ASSESSOR'S PARCELS 1057-262-06 & 08 ARE BOTH ASSESSED TO THE CITY OF CHINO HILLS APPEARING WITHIN CITY OF CHINO LIMITS PER SBC ASSESSOR. BOTH PARCELS ARE OUTSIDE THE RELINQUISHMENT BOUNDARY

LEGEND

USACE	UNITED STATES ARMY CORPS OF ENGINEERS
.....	EXISTING STATE R/W & ACCESS CONTROL
	PROPOSED RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

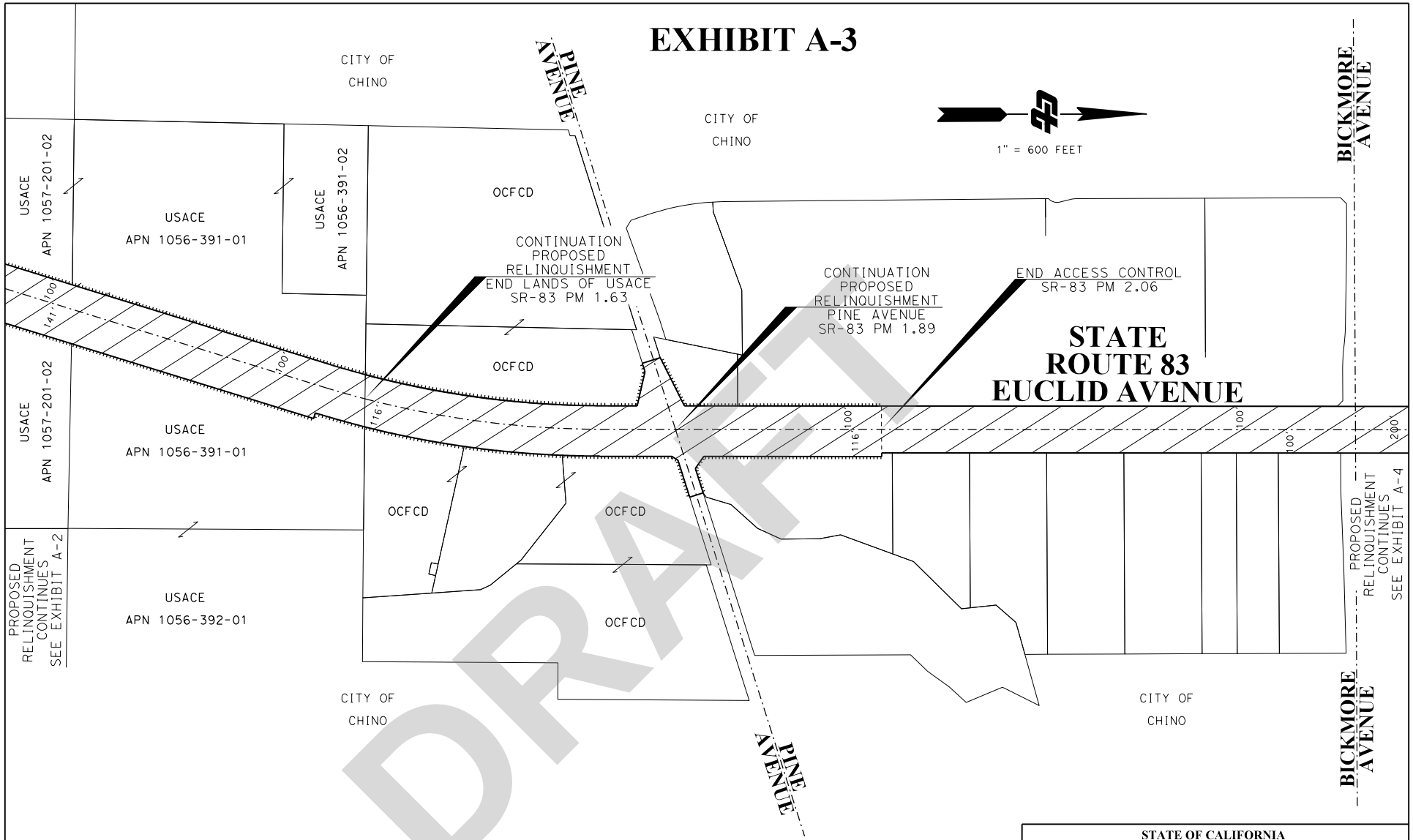
EXHIBIT A-2 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	0.20	A-2	2 OF 5

EXHIBIT A-3



DRAFT

RELINQUISHMENT NOTES

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS TO BE ESTABLISHED FROM SBC LAFCO RECORDS.

LEGEND

OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
	EXISTING STATE R/W & ACCESS CONTROL
	PROPOSED RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-3 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

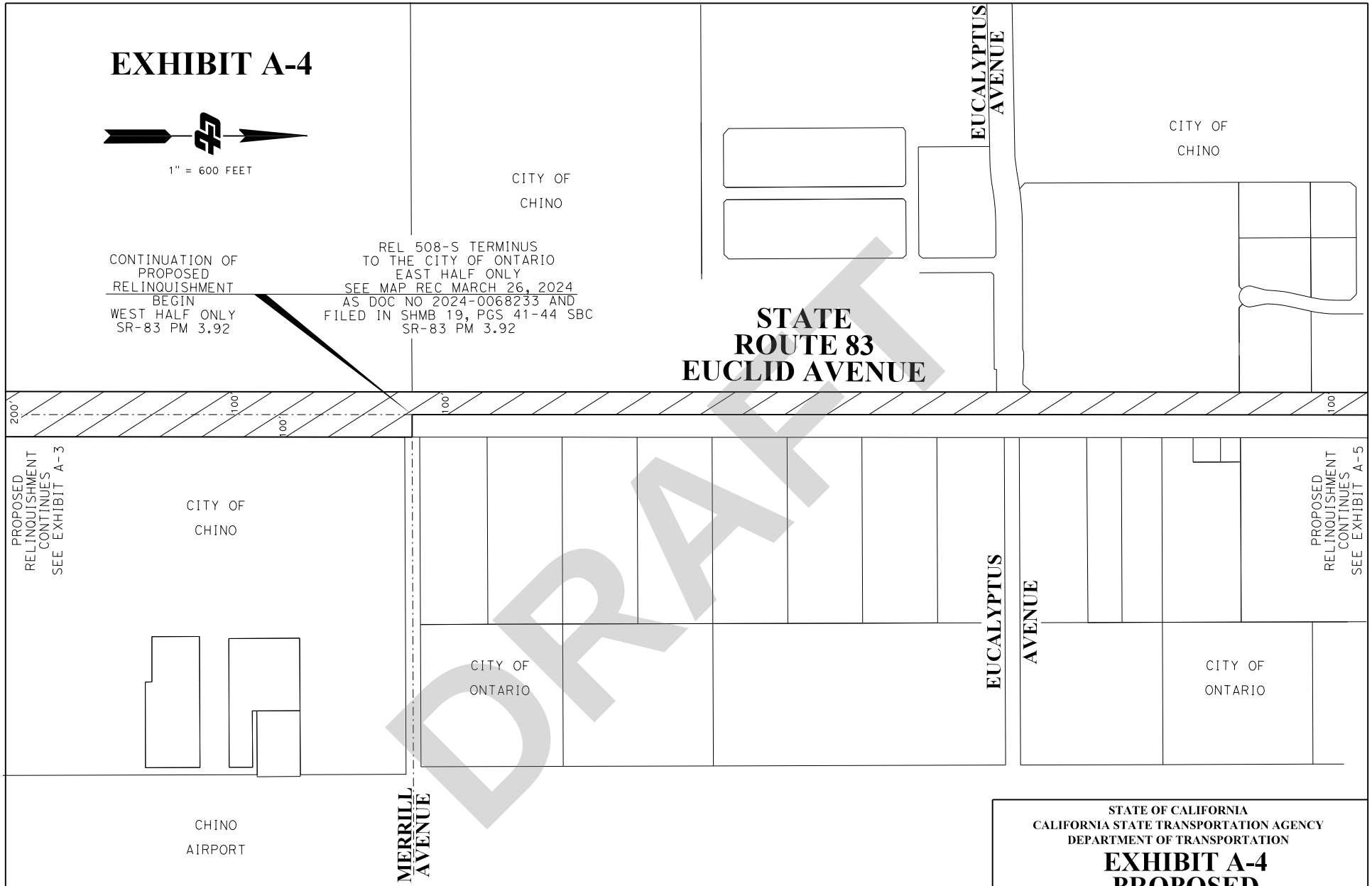
1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	1.89	A-3	3 OF 5

EXHIBIT A-4

1" = 600 FEET



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RELINQUISHMENT NOTES

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS TO BE ESTABLISHED FROM SBC LAFCO RECORDS.

LEGEND

EXISTING STATE R/W & ACCESS CONTROL

PROPOSED RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

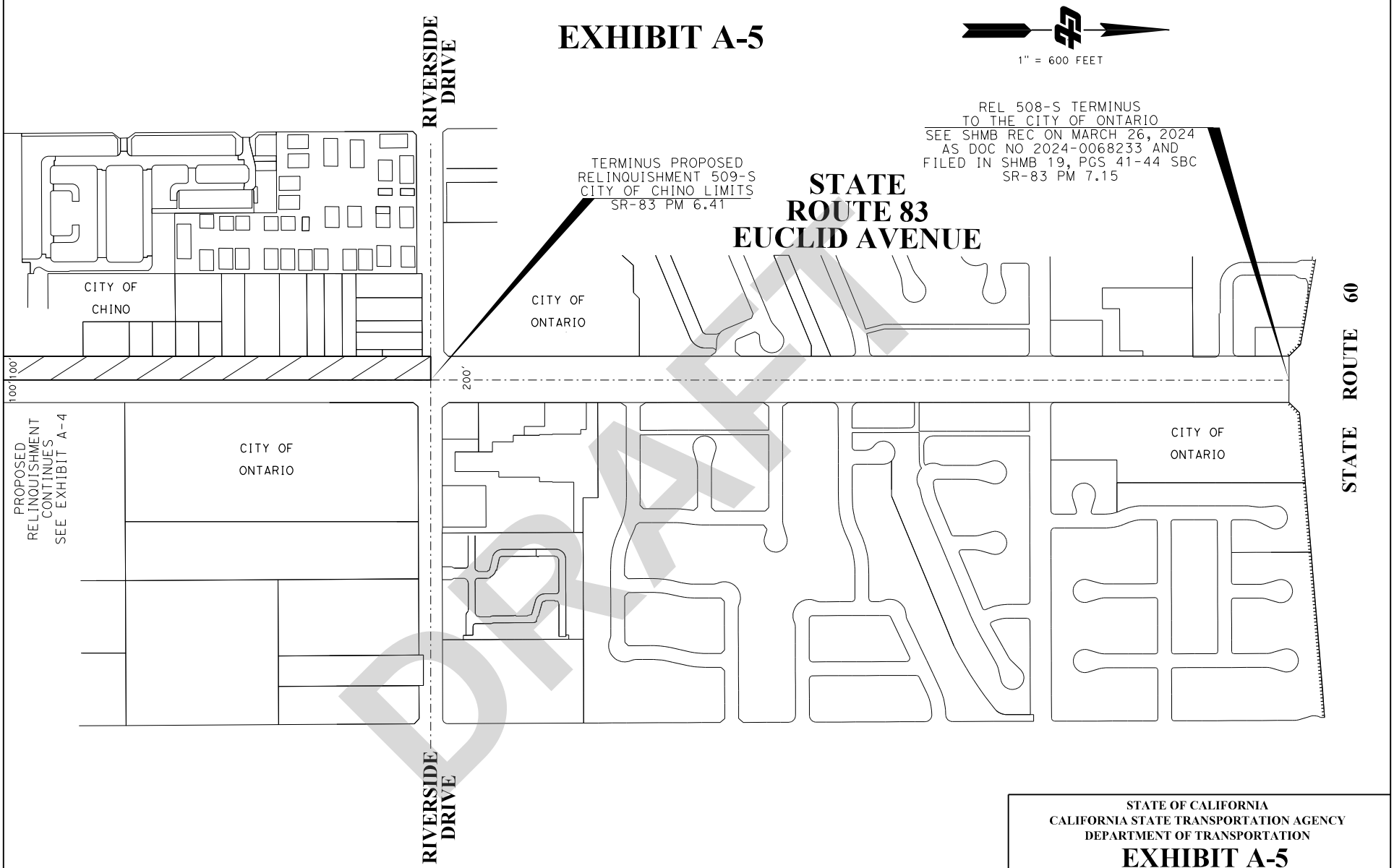
EXHIBIT A-4
PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	3.92	A-4	4 OF 5

EXHIBIT A-5



DRAFT

RELINQUISHMENT NOTES

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS PER SBC LAFCO RECORDS.

LEGEND

EXISTING STATE R/W & ACCESS CONTROL

PROPOSED RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-5 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	6.41	A-5	5 OF 5

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

Pine Avenue Connector/Bridge Project ST261 and G7261 requires a total appropriation of $6,964,986.99 as provided in the table below and recommendation above:

ST261 – Pine Avenue Connector/Bridge Project			
Funding Sources	**Adopted Budget**	**Proposed Appropriations**	**Revised Project Budget**
220 – Bridges/Streets/ Thoroughfares - DIF	$50,000.00	$2,086,590.28	$2,136,590.28
320 – Transportation Fund (SAFETEA-LU) G7261		$3,505,806.71	$3,505,806.71
328 – Measure I Arterial Fund – SBCTA Funding		$1,372,590.00	$1,372,590.00
TOTALS:	**$50,000.00**	**$6,964,986.99**	**$7,014,986.99**

The project is supported by $3,505,806.71 in SAFETEA-LU Federal Grant Funds. Consistent with federal funding requirements and to maximize the use of federal dollars, staff will prioritize and draw down SAFETEA-LU funds first, submitting reimbursement requests on a continuous basis throughout the course of the project.

Upon full utilization of the available SAFETEA-LU funds, eligible project costs up to $1,372,590.00 will be supplemented with Measure I Capital Projects Needs Analysis (CPNA) funds, and the remainder will be funded by the Bridges/Streets/Thoroughfares DIF in the amount of $2,136,590.28. The DIF Fund will continue to serve as the primary cash-flow mechanism, front-loading project costs as needed.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue: 3207100-59500-G7261	Expenditure: 3207100-48004-ST261/G7261, 3287103-40004-ST261
Transfer In: 3201000-50000	Transfer Out: 2201000-40001

BACKGROUND

The Pine Avenue Connector/Bridge Project (ST261) involves widening Pine Avenue from two to four lanes between Euclid Avenue and El Prado Road. It also includes constructing a new four-lane arterial to extend Pine Avenue from El Prado Road to State Route 71 (SR-71), within the jurisdictions of Chino, Chino Hills, Caltrans, and the United States Army Corps of Engineers (USACE). The extension of Pine Avenue to SR-71 has been a long-standing component of the City of Chino's General Plan due to its regional significance for mobility and connectivity. Additionally, the Project is included in the Federal Transportation Improvement Program (FTIP) database, which lists transportation projects planned for implementation in alignment with regional transportation planning efforts, priorities and air quality standards.

For over a decade, the Project has remained in the preliminary engineering and design phase due to significant regulatory challenges. In October 2024, Public Works staff brought an update to the Infrastructure/Streets Committee to recommend a pivot of project approach due to the following challenges:

- Establishing consensus with Caltrans and City of Chino Hills to tie-in improvements necessary for connecting Pine Avenue east of SR-71.
- The preliminary design proposed a dirt-fill embankment 60 feet high to connect Pine Avenue east of SR-71. The USACE raised concerns regarding the amount of soil import required to elevate the proposed road and the environmental impacts associated with creating a dam structure in a flood prone inundation area.
- Preliminary design conflicts with Southern California Edison (SCE) to accommodate access to their distribution towers for long term maintenance.
- Preliminary design conflicts with Santa Ana Watershed Project Authority (SAWPA) to accommodate access to their brine pipeline for long term maintenance.
- Establishing consensus among multiple agencies on an appropriate design speed and posted speed limit necessary for a regionally critical mobility route.

The Committee expressed their support of staff's recommendation to include an Environmental Impact Report (EIR) with the project to ensure greater opportunities for community input and establish a legally defensible environmental document.

To move the project forward, a new Request for Proposals (RFP) was necessary to procure updated design and environmental services for the Project's revised scope. Prior to release, City staff extensively collaborated with the City of Chino Hills, the San Bernardino County Transportation Authority (SBCTA), and Caltrans to develop a bridge concept (instead of a dirt-fill) that aligns with regional planning efforts and agency requirements to minimize environmental impacts and allow for the design to address challenges noted above.

ISSUES/ANALYSIS

On June 19, 2025, the City released a Request for Proposals (RFP No. 2025-0016) for "Design and Environmental Services for the Pine Avenue Connector/Bridge Project" via PlanetBids, in accordance with Section 10 of the Caltrans Local Assistance Procedures Manual (LAPM), Section 4526 of the State of California Government Code, and the City's procurement policies. The City received two proposals by the closing date of July 17, 2025. Per the LAPM, a minimum of three proposals must be received and evaluated, and if only two proposals are received, a

justification must be documented to proceed with the procurement. The City has determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition and therefore it is not feasible or practical to re-compete under a new solicitation. A review committee, consisting of City staff, City of Chino Hills staff, and staff from the San Bernardino County Transportation Authority (SBCTA) evaluated proposals separately to maintain confidentiality and fairness. The committee then scored these proposals using the following weighted criteria:

- Experience/Qualifications: 25%
- Past Performance/References: 25%
- Plan Methodology/Project Approach: 25%
- Quality and Responsiveness of Proposal: 25%
- Competitive Pricing: 0%

The two firms proposing were invited back for a second round of evaluation consisting of in-person interviews. Following evaluation, Biggs Cardosa Associates received the highest average cumulative score and is recommended for contract award. This selection process is also consistent with the Federal requirements for Qualification Based Selection in anticipation of potential Federal funding for the construction of the project.

Evaluation Results:

RANKING	**CONSULTANT**
1	Biggs Cardosa Associates
2	Huitt Zollars

Upon selection of the most qualified firm, the City requested a Financial Document Review of Biggs Cardosa Associates and their subconsultants with the Caltrans Independent Office of Audits and Investigations upon which the documents were reviewed and accepted. The RFP was advertised with Disadvantage Business Enterprises (DBE) goals in compliance with Chapter 9 of the LAPM. On September 30, 2025, the United States Department of Transportation issued an Interim Final Rule (IFR) making significant changes to the DBE program that became effective on October 3, 2025. The IFR temporarily suspends all DBE goal requirements and goal setting will resume once reevaluations of all DBEs under the new criteria are complete. Caltrans subsequently issued an official advisory to all stakeholders directing that any contracts pending award must have their DBE goals removed. Accordingly, the Professional Services Agreement (PSA) pending award with Biggs Cardosa Associates has been modified to remove all references to DBE goals and associated DBE reporting requirements. These modifications have been reviewed and approved by the City Attorney and Biggs Cardosa Associates. Staff requests City Council approval to award a PSA to Biggs Cardosa Associates for the Environmental and Design Services for the Pine Avenue Connector/Bridge Project (ST261) for a not-to-exceed negotiated fee amount of $6,964,986.99.

Attachment: Exhibit A – Project Vicinity Map (ST261)
Exhibit B – Professional Services Agreement (Biggs Cardosa Associates)

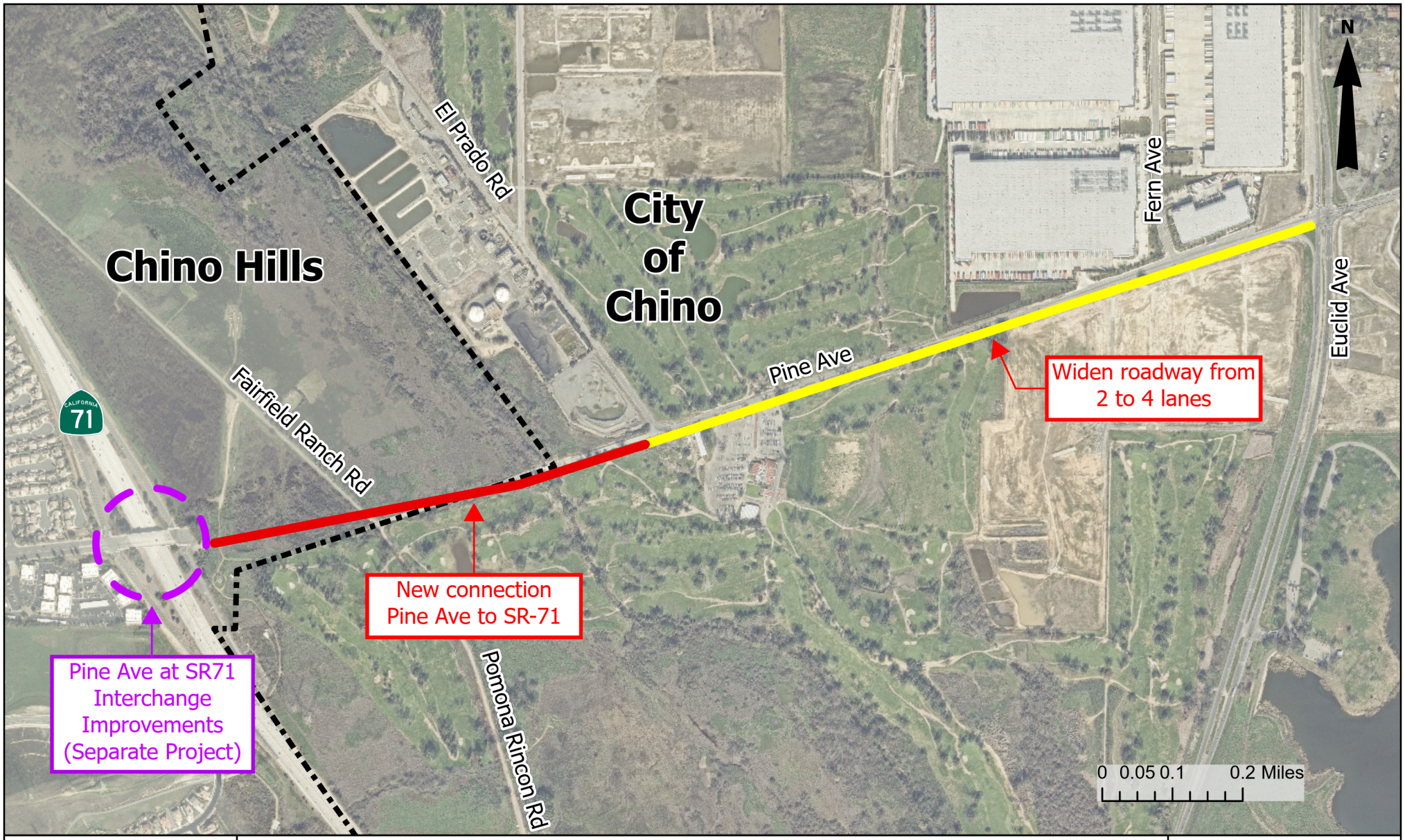


Exhibit A - Vicinity Map

ST261 Pine Avenue Connector/Bridge (SR-71 to Euclid Ave)

Project Name/No.: ST261 Pine Avenue Connector/ Bridge Project Environmental & Design Services **Contract No.:_____**

Project Manager: Public Works – M. Hindersinn **Approved:_____**

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
BIGGS CARDOSA ASSOCIATES, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 2nd day of December, 2025 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and Biggs Cardosa Associates, Inc., a California corporation ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated

herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing

wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

Additional Federal Provisions shall be incorporated into the Agreement as set forth in Articles IX, XV, XVI, XVIII, XXIX, XXX, XXXI, and XXXII of the Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE, attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Six Million Nine Hundred Sixty-Four Thousand Nine Hundred Eighty-Six Dollars and Ninety-Nine Cents ($6,964,986.99)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2030, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ _____

(Name) (Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subconsultant, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subconsultant, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Senior Engineer or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing

their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully

cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City

Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of

this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars ($0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class. Consultant hereby certifies that it complies with Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000d et seq., 78 stat. 252) and the assurances set forth in "Title VI Assurances" attached hereto as Exhibit "E" and incorporated herein by this reference.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of

unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.8 Prohibition of Expending City, State, or Federal Funds for Lobbying.

Consultant certifies, to the best of his or her knowledge and belief, that:

(a) No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
BIGGS CARDOSA ASSOCIATES, INC.

By:_____

Name: _____
Title:_____

By:_____

Name: _____
Title:_____

Address:500 S. Main Street, Suite 1200
Orange, CA 92868

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "A-1"
SCOPE OF SERVICES

INTRODUCTION

The City of Chino ("City"), in coordination with the City of Chino Hills, Caltrans, and the San Bernardino County Transportation Authority ("SBCTA"), proposes extending Pine Avenue to connect to State Route 71 (SR-71) from Euclid Avenue. Pine Avenue from SR-71 to El Prado Road would become an urban four-lane-bridge arterial, and the existing Pine Avenue would become a four-lane arterial from El Prado Road to Euclid Avenue (SR-83) all within the United States Army Corps of Engineers ("USACE") and the cities of Chino and Chino Hills jurisdictions.

The proposed Pine Avenue Connector / Bridge Project ("Project") is a key element of the City of Chino General Plan Circulation Element, which proposes to enhance mobility and safety. The proposed Project will provide the needed connection from Euclid Avenue to SR-71 and begin the process of developing Pine Avenue into an east-west transportation corridor between SR-71 and Interstate 15 (I-15) to supplement the existing east-west freeways and roads in this area. The Project is of regional significance, providing access from SR-71 to Chino Hills, Ontario, Eastvale, and Jurupa Valley. This Project will facilitate the movement of goods and people through the region, decrease transportation costs, and improve access for a growing population in the region. This Scope of Services includes preparing Project Approval and Environmental Documentation (PA&ED) activities; advancing the Project through the Environmental Impact Report (EIR) process, coordinating the public outreach process under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); preparing Plans, Specifications, and Engineer's Estimates (PS&E); coordinating with regulatory agencies; and coordinating with the City, City of Chino Hills, SBCTA, and Caltrans in the preparation of the PA&ED and PS&E packages for the Project. The City of Chino will be the CEQA Lead Agency, and Caltrans will be the NEPA Lead Agency.

This Scope of Services has been developed based upon the scope provided in the Request for Proposals (RFP) and experience on similar projects, bringing the best practices forth to the Pine Avenue Connector / Bridge Project. Any references to "Consultant" shall mean Biggs Cardosa Associates and its subconsultants. References to "City" shall mean the City of Chino.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The Project will be primarily led by the City's Public Works Department, but will require multi-jurisdictional cooperation with several agencies. Agencies providing necessary input on the Project design may include:

- City of Chino, City of Chino Hills, and SBCTA
- Caltrans/Federal Highway Administration (FHWA)
- U.S. Army Corps of Engineers (USACE)
- California Department of Fish and Wildlife (CDFW)
- Regional Water Quality Control Board (RWQCB)
- Southern California Edison (SCE)
- California Public Utilities Commission (CPUC)
- El Prado Golf Course
- San Bernardino County – Regional Parks Department
- San Bernardino County – Flood Control District (SBCFCD)
- Orange County Flood Control District (OCFCD)
- Santa Ana Watershed Project Authority (SAWPA)
- Inland Empire Utilities Agency (IEUA)
- Southern California Gas (SoCal Gas)
- Other utility companies within the Project area

The Consultant shall interface both locally with City staff and other affected agencies as necessary, as well as participate in discussions and presentations with the wider design team at periodic project milestones. The Consultant will also work closely with the design firm at the State Route 71 / Pine Avenue interchange to coordinate the interface between the two projects.

1.1 Project Kick-Off Meeting

The Consultant shall schedule and conduct a Project kick-off meeting in-person within three (3) weeks of NTP to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. City staff will work in conjunction with the Consultant to develop a list of key stakeholders that will make up the Project Development Team (PDT) prior to the Project kick-off meeting. Once the stakeholders are identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and – within five (5) days following the meeting – meeting minutes noting all action items shall be prepared by the Consultant for the kick-off meeting.

Assumptions	It is assumed that the kick-off meeting (PDT No. 1) will be held in-person at Chino City Hall. Other PDT meetings are assumed to be conducted virtually.
Deliverables	▪ Kick-Off Meeting (PDT No. 1) Agenda ▪ Kick-Off Meeting (PDT No. 1) Meeting Minutes and Action Items

1.2 PDT Meetings

The Consultant shall coordinate and attend monthly virtual PDT meetings with City staff and stakeholder representatives and at interim periodic Project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meetings shall be prepared by the Consultant at each meeting and distributed to all attendees. An action item list and a status of project deliverables shall be updated on an ongoing basis (monthly) and be made available for each PDT meeting.

Assumptions	▪ This scope includes up to thirty (30) PDT meetings. ▪ Except for PDT No. 1, PDT meetings are assumed to be conducted virtually. ▪ PDT agenda packages will include a Log of Submittals, Log of Distribution and Deliverables, and a progress schedule.
Deliverables	▪ PDT Meeting Agenda Packages ▪ PDT Meeting Minutes

1.3 Project Schedule

The Consultant shall, within four (4) weeks of NTP, provide a detailed project baseline schedule (Project Schedule), indicating milestones, major activities, and deliverables, to the City for review and comments. The Consultant shall update the Project Schedule as required and include with each PDT meeting package and monthly progress report.

Assumptions	The project schedule will be developed in Primavera P6 format.
Deliverables	▪ Baseline Project Schedule ▪ Monthly Schedule Updates

1.4 Monthly Progress Reports

The Consultant shall prepare monthly progress reports to record ongoing progress on the Project and to support monthly invoices submitted to the City for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending concerns and schedule completion target dates (updated Project schedule).

Assumptions	Progress will be reported as a bullet point list by major task (e.g. Task 1 – Project Management and Administration). Sub-task breakdown (e.g. Task 1.4 Monthly Progress Reports) is not anticipated for progress reporting purposes.
Deliverables	Monthly Progress Reports

1.5 Cost Accounting

The Consultant shall submit monthly invoices that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Purchase Order (PO), Project, and invoice numbers on a form provided by the City (or in a format acceptable to the City). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

Assumptions	Costs will be reported by major task (e.g. Task 1 – Project Management and Administration). Sub-task breakdown is not anticipated.
Deliverables	Monthly Invoices

1.6 Quality Assurance / Quality Control

The Consultant shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Report submittals will be reviewed to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards. Exhibits and plans should be checked, corrected, and backchecked for accuracy and completeness.

The Consultant shall prepare and maintain a Quality Management System (QMS) Manual throughout performance of services. The intent is to document the processes that must be followed and monitored to ensure that deliverables conform to City, Caltrans, and other standards, and meet professional engineering practice standards in effect at the time of execution.

Assumptions	▪ Independent structural calculations will be produced by a qualified structural engineering other than the original designer in accordance with Caltrans requirements. ▪ The cost of the QC activities is covered under separate and various tasks. Fee allocated to this task is intended to cover preparation of the QMS Manual and routine QA audits to ensure compliance with the QMS Manual.
Deliverables	Quality Management System Manual

1.7 Submittal of Project Deliverables and Formats

The Project deliverables shall be submitted for review, as appropriate, to the City of Chino, Chino Hills, Caltrans, SBCTA, regulatory agencies, utility companies, and all other agencies having jurisdiction. All work products shall be delivered in file or data formats compatible with City systems. The City shall be copied on all correspondence with other agencies, utility companies, and other third-party entities. Major tasks with deliverables are anticipated to include:

- Traffic Analysis and Traffic Signal Design
- Environmental Documentation
- Environmental Permitting Tasks
- Public Outreach
- Topographic and Boundary Surveys
- Right-of-Way Engineering / Appraisals & Acquisitions
- 30% Submittal (Preliminary Engineering / Conceptual Layouts)
- 60% Submittal (Plans and Cost Estimate - P&E)
- 90% Submittal (Plans, Specifications, and Cost Estimates - PS&E)
- 100% Submittal (PS&E Package)
- Caltrans Local Assistance Processing

Submittals shall include all preliminary information needed for the appropriate agencies to accept a package for review. If requested, underlying data should be provided in ESRI shapefile format, and/or AutoCAD (latest version) format geo-referenced to appropriate projection and datum to allow import into a GIS system. Submittals of plans shall be electronic file (Adobe PDF) copy.

Electronic files shall be provided for the 30%, 60%, 90%, and 100% design submittals in Adobe PDF format.

The 100% submittal shall also include the original AutoCAD files, geo-referenced to allow import into a GIS system. The City's preferred data projection and datum is the National Geodetic Vertical Datum of 1929 (NGVD29). Electronic files of all documents shall also be made available on a dedicated FTP site or SharePoint created for this Project and provided by the Consultant. Electronic files for reports and summaries shall be submitted in their original format, i.e., Microsoft Word/Excel and in Adobe PDF formats.

PS&E submittals shall conform to the requirements of the agency to which the packages are being submitted. Right-of-way documentation submittal shall include survey information, an overall right-of-way map, preliminary title reports, plats and legal descriptions, deeds, easement documents, and "Right-of-Entry" forms.

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and signatures by registered professional land surveyors, engineers, or architects licensed in the State of California.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project shall be submitted to the City at the completion of the Project.

Assumptions	▪ Consultant will setup and maintain a SharePoint site for the Project. Deliverables will be stored on the site and transmitted via SharePoint links. ▪ This scope assumes that comments on deliverables will be addressed at the next milestone submittal. For example, comments on the 30% submittal will be incorporated for the 60% submittal (Draft and Final 30% submittals will not be required).
Deliverables	N/A *[Deliverables described in this section are contained in the various tasks throughout this Scope of Services]*

1.8 Project Management Plan

A comprehensive Project Management Plan (PMP) will be prepared to communicate this Scope of Services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables
    - Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project's electronic filing system.
- Baseline Project Schedule
    - A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated on a monthly basis. This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables. Agency review times of each submittal shall be included in the schedule. Issuance of needed permits shall also be included.
- Project Electronic Filing System

  - Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.
- CADD Procedures
  - Plans shall be prepared in AutoCAD .dwg format. Plans shall be prepared according to City Standards.
- Invoicing Instructions
  - Consultant monthly invoices shall be reported by task and shall be accompanied by a progress report. The City shall supply invoicing requirements for inclusion in the PMP.
- Design Standards
  - Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current City, AASHTO, and Caltrans' regulations, policies, procedures, manuals, and standards.
  - Plans, specifications, and estimates for the bridge will be prepared in accordance with 2025 Caltrans standards.
  - Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City standard plan and profile sheets.
- Health and Safety Plan
- General Prevailing Wage Determinations
- Risk Assessment Register

The PMP shall be distributed to each project participant at the beginning of the project.

Assumptions	
Deliverables	Project Management Plan

TASK 2 – TRAFFIC ANALYSIS AND PRELIMINARY TRAFFIC SIGNAL DESIGN

2.1 Meetings

Consultant shall attend PDT meetings and traffic-focused meetings to discuss technical traffic questions with City and City of Chino Hills staff.

Assumptions	This scope includes up to 30 PDT meetings and 24 traffic specific meetings (workshops).
Deliverables	▪ Traffic Workshop Agendas ▪ Traffic Workshop Meeting Minutes

2.2 Collect / Compile Traffic Data

Consultant shall collect existing AM and PM peak hour traffic counts, segment average daily traffic (ADT) counts, and freeway segment and ramp count data per *Appendix* 4 to the RFP for the intersections, roadway segments, and Caltrans interchanges to be studied. Existing freeway mainline peak hour volumes will be obtained from Caltrans data resources (PEMS).

Field survey will be performed to determine existing roadway segment geometry and lane configurations. Turn pocket storage lengths, traffic signal timing data and traffic signal phasing will be obtained for the

existing study area intersections.

Recent traffic studies addressing existing and future conditions and anticipated future development within the study area will be compiled and reviewed.

Consultant shall compile information regarding cumulative development projects in the study area for purposes of developing Interim (Opening) Year forecasts and potentially refining the Design Year modeling input data.

It is anticipated that the travel demand forecasting model developed for the Chino General Plan Update will account for the anticipated future growth in the study area but this will be verified.

Consultant shall compile relevant traffic model information from available travel demand forecasting tools, potentially including the Chino Traffic Model, the more recent SBTAM+, the SCAG Regional Model, and / or any other potentially applicable travel demand model that would be appropriate for use in developing Design Year traffic volume forecasts.

Consultant shall obtain and evaluate accident data to determine if the proposed project would address current safety issues (if any).

Assumptions	▪ This scope assumes collecting traffic counts at 30 intersections, and 20 roadway segments, 16 ramp segments, and two freeway segment traffic volume counts. ▪ The Chino General Plan Update Model will be selected as the travel demand forecasting tool to develop Opening Year and Design Year forecasts.
Deliverables	▪ Vehicle Traffic Counts ▪ Field Work Observations ▪ Cumulative Project List ▪ Safety Data Review

2.3 Traffic Forecast Study

Review and compare the traffic analysis zone (TAZ) structures for the various available travel demand forecasting models.

Review and compare the input socioeconomic data (SED) and / or land use data (which may be converted to SED for comparison purposes) for the various available travel demand forecasting models, as well as with the known cumulative development projects within the study area.

Review and compare the roadway networks for the various available travel demand forecasting models.

Prepare a letter report summarizing the results of the data review process and provide recommendations regarding the most appropriate approach to developing the Design Year and Horizon Year forecasts for use in the transportation analysis.

Coordinate with Chino, SBCTA, Caltrans, and Chino Hills staff through meetings (up to 12 meetings anticipated) and correspondence, as well as provide documentation and share traffic model data to obtain concurrence on the model and procedures used to develop the Design Year traffic forecasts. It is anticipated that a revised methodology letter will be issued following the initial review and reconciliation of comments regarding the approach.

Calculate cumulative project trip generation and estimate cumulative project trip distributions for up to

50 cumulative development projects. Use the resulting information to calculate cumulative project only traffic volumes.

Prepare a report summarizing the draft Opening Year, Design Year, and Horizon Year traffic volume forecasts for review by the overall project team. The report summary will include a comparison in traffic volumes between each No Project and With Project conditions for the Near Term, Design Year, and Horizon Year scenarios.

Coordinate with Chino, SCAG, SBCTA, Caltrans, and Chino Hills staff through meetings (up to 12 meetings anticipated) and correspondence, to obtain approval of the Opening Year, Design Year, and Horizon Year traffic forecasts. It is anticipated that a revised forecasts letter will be issued following the initial review and reconciliation of comments regarding the draft forecasts.

Assumptions	▪ This scope includes up to 12 coordination meetings with local and regional agencies to review the transportation and land use assumptions. ▪ This scope assumes up to two review cycles of the Draft Traffic Volume Report prior to submission of the Final Traffic Volume Report. ▪ The Consultant will respond to comments received on the Draft Traffic Volume Report for each review cycle and resubmit it.
Deliverables	▪ Traffic Forecast Meetings / Workshops ▪ Traffic Volume Report

2.4 Traffic Analysis

Analysis will be performed for the following time frames / scenarios from the "*Pine Avenue Extension Project Proposed TIA Scope for RFP Purposes", Appendix 4* to the RFP*:*

- Existing Condition
- Near Term No Build
- Near Term Four-Lane Urban Arterial
- Design Year No Build
- Design Year Four-Lane Urban Arterial
- Horizon Year No Build
- Horizon Year Four-Lane Urban Arterial

Peak hour arterial intersection (including ramp junction intersections) levels of service will be assessed for the roadway segments and intersections identified for inclusion in the transportation analysis. Intersection level of service will be calculated using Highway Capacity Manual (HCM) level of service analysis methodologies. Vehicle storage requirements (50th and 95th percentile queues) and traffic progression will also be evaluated using the SYNCHRO or SimTraffic analysis tools.

Long-range lane roadway segment lane requirements, intersection lane configuration requirements, and turn pocket lengths will be determined. Caltrans Traffic Signal Warrants will be performed, where appropriate. Left turn operations at signalized intersections (e.g., permitted, protected, or protected/permitted) will be recommended based on Caltrans Highway Design Manual guidelines in compliance with FHWA.

The proposed analysis will also include assessment of the vehicle-miles and vehicle hours of travel associated with No Project and With Project conditions for the area that is affected by the proposed

roadway.

Alternative transportation modes will be considered, and recommendations will be developed regarding the provision of pedestrian and bicycle facilities for the project and connectivity.

Assumptions	▪ Intersection capacity assessment will be conducted using Synchro or SimTraffic. ▪ Roadway segment capacity assessment will be conducted based on city's roadway classification standards. ▪ VMT and VHT assessment will be prepared under both baseline and future conditions.
Deliverables	▪ Intersection and Roadway Capacity Results ▪ VMT and VHT Results

2.5 Technical Report

Prepare a draft transportation technical report. The transportation technical report will document the level of service analysis methodologies employed, existing traffic conditions, methodologies used to develop Opening Year, Design Year, and Horizon Year traffic volume forecasts, and the analysis results for all future time frames. Recommended lane requirements and turn lane storage lengths will be identified in the report. The report will document the improvements needed to maintain satisfactory operations for Design Year and Horizon Year conditions for no build and build alternatives at the subject project and analysis area.

Respond to comments on the draft transportation technical report and prepare an updated report that addresses the comments received. Based upon the number of jurisdictions / agencies involved in the project, including local agencies, Caltrans, and FHWA, it is anticipated that up to five (5) review cycles may be required to achieve final approval of the transportation analysis document. These review cycles, including responses to comments, are included as part of the proposed scope and budget.

Additionally, the Traffic Analysis will report the differences between the pre and post project conditions in each scenario to clearly illustrate how the project is anticipated to change the traffic patterns in the region.

Assumptions	▪ This scope assumes up to five review cycles of the Draft Technical Report prior to the Final Technical Report. ▪ The Consultant will respond to comments received on the Draft Technical Report for each review cycle and resubmit it.
Deliverables	Transportation Technical Report

2.6 Vehicle Miles Traveled (VMT) Analysis

A separate analysis will study and use Vehicle Miles Traveled (VMT) to comply with CEQA required assessments of transportation impacts. The City of Chino will still use the old measurement method of Level of Service (LOS), as described above, to size the proposed project and meet the City LOS standards. The City of Chino and Chino Hills VMT Thresholds of Significance will be required.

Assumptions	Consultant, based on experience with the City's General Plan Update, notes that the project does not induce VMT, and should result in a less-than-significant impact.
Deliverables	VMT Assessment [*Included in Transportation Technical Report*]

2.7 Traffic Signal, Lighting, and Interconnect Plans

Consultant shall anticipate the design of two new traffic signals and two signal modifications, traffic signal interconnect/fiber optic communication, and street/bridge lighting. Consultant shall prepare the traffic signal plans and specifications at 60% based on their findings of the 30% conceptual phase of the design.

The two new traffic signals are anticipated at the intersections of Fairfield Ranch Road and El Prado Road, and the signal modifications are anticipated for Fern Avenue and Euclid Avenue.

The traffic signal interconnection and fiber optic communication plans will be developed to enhance the City's traffic management capabilities and prepare for future Intelligent Transportation System (ITS) integration. The scope of work will include field verification of existing infrastructure, identification of available conduit and pull boxes, and the design of new fiber optic pathways to interconnect the traffic signals from Fairfield Ranch Road to Euclid Avenue.

Street lighting will also be incorporated along the corridor, including upgraded lighting fixtures to enhance visibility, safety, and energy efficiency. Additionally, bridge lighting will be included to ensure continuous and consistent illumination, contributing to both functional and aesthetic enhancements. We will evaluate the use of amber or low-intensity lighting along the bridge to minimize lighting pollution and ecological disruption. The lighting elements will be seamlessly integrated into the overall design to align with conduit routing, power supply and communication infrastructure.

Assumptions	
Deliverables	▪ Traffic Signal and Signal Modification PS&E ▪ Interconnect and/or Fiber Optic Communication PS&E ▪ Street and Bridge Lighting PS&E

SCOPE OF SERVICES

TASK 3 – ENVIRONMENTAL DOCUMENTATION

3.1 Environmental Meetings / Project Management

This task includes efforts related to management/coordination, and meetings conducted by the Consultant.

Assumptions	▪ With exception of the Kick-Off Meeting (PDT No. 1), all meetings will be attended virtually by the Consultant ▪ Consultant will attend up to fifty-four (54) one hour long virtual project-related meetings.
Deliverables	

3.2 Preliminary Environmental Study

Once the design for the project has been developed, a current Caltrans Preliminary Environmental Study (PES) form will be prepared for submittal to the City first and then to Caltrans for review. The purpose of the PES is to identify and receive concurrence from Caltrans regarding the technical studies that will need to be prepared for the proposed project and to receive concurrence regarding the environmental document to be prepared to comply with NEPA. The PES will be prepared using existing, available information and no new analyses or detailed evaluations are assumed or included. As directed in the PES, cultural information will be provided entirely by Caltrans. Figures will include a vicinity map, a location map, and the project layouts. No additional figures or graphics are assumed to be necessary. The PES will also include an Initial Site Assessment Checklist, Flood Insurance Rate Map, and Visual Assessment Guide checklist.

Assumptions	No stand-alone studies/memoranda will be prepared in support of the PES.
Deliverables	▪ Draft PES for City and then Caltrans review (electronic only) ▪ Revised PES for City concurrence and Caltrans review (electronic only) ▪ Final PES for Caltrans concurrence (electronic only)

3.3 Scoping

The purpose of this task is to initiate the CEQA environmental processes, identify the appropriate CEQA document (scoping is not required under NEPA for an EA), and notify the affected agencies and public that the environmental process is underway. Although the City will be the CEQA lead agency, the Caltrans Standard Environmental Reference (SER) will be followed in preparing the CEQA notices and initiating the scoping process. The following items will be prepared.

3.3.1 Notice of Preparation (NOP)

The Consultant will prepare a draft NOP using the format that has been used on other recent projects in District 8 (it is assumed that the City will be agreeable to utilizing the same approach that Caltrans District 8 utilizes for NOPs when they are the CEQA lead agency). The NOP will consist of the following sections, which will all be briefly addressed. No other information is assumed to be required.

- Introduction
- Location and Setting (including a vicinity/location map)

- Project History
- Alternatives (brief summary of each alternative and an overview layout map for each; assumed to address the two Build alternatives and the No-Build Alternative only)
- Probable Environmental Effects (this will consist strictly of a bullet list of topic areas that could be impacted; no discussion or other information is assumed to be required or included)

Consultant will provide the Draft NOP to the City for review. It is assumed that no more than two Build alternatives will be addressed in the NOP. Based on comments received, Consultant will revise the documents and submit the final NOP and distribution list to the City for approval. No additional reviews are assumed or included.

The NOP will be submitted electronically to the Governor's Office of Land Use and Climate Innovation (LCI), and via certified mail to elected officials, affected agencies, interested groups, and property owners/occupants within 0.25 mile of the project (or as determined by the project team, but assumed not to exceed 0.5 mile).

Assumptions	It is assumed that no more than two Build alternatives will be addressed in the NOP.
Deliverables	▪ Draft NOP (electronic only, for City review) ▪ Final NOP (electronic only, for City concurrence) ▪ Draft and Final distribution list with addresses for owners and occupants (electronic only)

3.3.2 Responses Received on the NOP

Written responses received related to the NOP will be taken into consideration when preparing the technical studies and environmental document. No responses will be prepared to the comments received as this is not required; they will, however, be considered when preparing the environmental document. All written responses received on the NOP will be tracked and a comments tracking matrix/summary will be prepared.

Assumptions	No responses will be prepared to the comments received on the NOP.
Deliverables	NOP comments tracking matrix/summary.

3.3.3 Prepare for and Conduct Scoping Meeting

A (one) CEQA public scoping meeting will be conducted to inform the public and responsible agencies about the proposed project and the environmental process, and to solicit input from agencies and the public regarding the alternatives to be evaluated in the EIR and environmental parameters and potential impacts to be assessed in the EIR.

Assumptions	The scoping meeting will be conducted and attended in person.
Deliverables	▪ Provide a Spanish translator at the virtual meeting (or setup a separate virtual Spanish language meeting to occur simultaneously) ▪ Draft and Final scoping meeting notice (English and Spanish) ▪ Prepare sign-in sheets and comment cards ▪ Provide a court report at meetings if needed

	▪ Prepare a written summary of written comments received on comment cards at the scoping meetings ▪ Prepare PowerPoint presentation and virtual displays ▪ Conduct and document environmental scoping meeting(s) ▪ Conduct and document other formal and informal public participation activities such as citizen's committees, focus groups, presentations to political bodies, and media appearances, not directly related to preparation and coordination of a technical work product. ▪ Prepare and circulate newsletters and other public informational and press materials (if requested by the City) ▪ Prepare and maintain Project Distribution/Mailing List ▪ Coordinate posting of public information documents to agency website ▪ Any project website development and maintenance ▪ Publish meeting notices in newspapers ▪ Identify and reserve meeting locations ▪ Provide refreshments and other materials needed for the scoping meetings ▪ Prepare Summary of Public Scoping Meetings document

3.3.4 Confirm Alternatives to Carry Forward for Evaluation in Technical Studies and Environmental Document

Based on the written responses received on the NOP, the Consultant will work with the City and Caltrans to confirm if any new alternatives, as a result of the public scoping process, should be incorporated into the project. However, it is assumed that no additional alternatives will be identified and that this will be documented by the Consultant.

Assumptions	▪ No additional Build alternatives will be identified beyond those included in the NOP.
Deliverables	▪ None

3.4 Technical Studies

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Local Assistance Procedures Manual*, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 Guidance on Preparing and Processing Environmental and Section 4(f) Documents. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated. Technical studies and the environmental document will be prepared based on the annotated outline that is available at the time that the notice to proceed (NTP) is issued for the project. Effort to address changes to the annotated outlines after issuance of the NTP, should any occur, would be considered out of scope. In addition, effort to address changes to requirements, regulations, laws, or guidance that are adopted/issued after the NTP is issued for the project, should any occur, would be considered out of scope.

Only those technical studies identified in this scope of work are assumed or included. Any other technical studies or efforts are assumed to be not required or addressed/prepared by others. For this scope of

work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval by the City prior to their initiation. It is assumed that a maximum of two Build Alternatives will be evaluated.

If a borrow site is needed for the project it is assumed the same borrow site will be utilized that was identified and addressed for the originally proposed Pine Avenue Extension project (i.e., the borrow site located between Cucamonga Avenue and Hellman Avenue, south of Chino Corona Road). If a new or additional borrow site is needed, then evaluation of the site would be considered out of scope.

The geotechnical borings will be accounted for and addressed in the Natural Environment Study and Historic Property Survey Report prepared for the proposed project; preparation of a separate NES and HPSR for the geotechnical borings are not assumed or included.

3.4.1 Historic Property Survey Report

For cultural resources, it is assumed that supplemental studies will be prepared, unlike the other studies included in this scope of work, because it is also assumed that no additional cultural resources will be identified within the Area of Potential Effect (APE) for the proposed project as compared to the APE established for the Historic Property Survey Report (HPSR) prepared for the originally proposed project. By utilizing supplemental reports it is assumed that a Historical Resources Evaluation Report (HRER) will not need to be prepared, which would otherwise be required if brand new cultural studies were to be prepared. If Caltrans disagrees with this approach and a Historical Resources Evaluation Report (HRER) is determined to be required then this would be considered out of scope.

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act. This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 Code of Federal Regulations (CFR) 800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans Standard Environmental Reference. Cultural resource studies must be prepared and processed in accordance with the December 2024 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, the United States Army Corps of Engineers' Sacramento District, San Francisco District, and Los Angeles District, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California* (Section 106 PA).

Working with the City and Caltrans, Consultant will establish an APE map for Caltrans approval. It is assumed that the HPSR will account for proposed project-related improvements as well as the geotechnical borings conducted to support project design. To account for physical effects due to damage, demolition, or vibration, the APE will be based on the total anticipated limits of disturbance associated with project activities (e.g., bridge construction or widening, geotechnical borings to support project design, staging areas and other temporary construction easements, detours, borrow pit, temporary construction activities, and parcels containing impacted structures, if any), plus a buffer to account for potential visual and noise effects.

Consultant will contact the Native American Heritage Commission and request a review of its Sacred Lands File. Consultant will coordinate with Caltrans and the City to assist in consultation with Native

American groups and other interested parties under Section 106 of the National Historic Preservation Act and Assembly Bill (AB) 52. Consultant will prepare Section 106 consultation letters on Caltrans letterhead, and AB52 consultation letters on City letterhead, and mail the letters via United States Postal Service certified mail on behalf of each lead agency. Consultant will conduct follow-up phone calls and/or emails, and prepare the consultation logs. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, Caltrans and the City will conduct the actual consultations with information that is prepared and provided by Consultant.

Following completion of the record search/review, Consultant's archaeologists will conduct a field survey of the APE. This scope of work assumes that one archaeological site (P-36-005096, the Cogstone Site) will be located in the APE and no additional archaeological sites will be identified in the APE. Consultant will prepare a Consideration of Eligibility for the site for Caltrans and SHPO concurrence, and a Finding of No Adverse Effect Without Standard Conditions.

Consultant assumes the 10.29-acre area that was not surveyed in July 2022 as part of the originally proposed project will not be accessible for this project. Therefore, Consultant will prepare a Phased Cultural Identification Plan. The phased identification protocol allows for the completion of Phase I investigations prior to project construction (see Task 3.4.2 below).

Consultant's architectural historians will conduct a field survey of any expanded portions in the revised APE to record built environment properties in the APE. All built-environment properties within the APE not evaluated in the 2022 HRER are assumed to be exempt from evaluation per Appendix 4 of the Section 106 PA.

Consultant will prepare an HPSR package to document the results of the cultural resources analysis of the updated project. Attachments to the HPSR will include the APE map, ASR, and Finding of Effect document.

Assumptions	▪ An HRER is not required. ▪ No additional archaeological resources or Traditional Cultural Properties beyond those addressed in the previously prepared HPSR will be identified within the revised APE. ▪ All built-environment properties within the APE will be exempt from evaluation per Appendix 4 of the Section 106 Programmatic Agreement. ▪ The project will not result in an adverse effect to any archaeological or built-environment properties. ▪ Built environment consultation letters will be sent to no more than ten (10) government agencies or other interested parties. ▪ The cultural resources records search obtained from the South Central Coastal Information Center will not exceed $2,000. ▪ No testing and/or evaluation for archaeological resources will be required. ▪ Caltrans Cultural Studies Office and the State Historic Preservation Officer (SHPO) will approve the cultural resources findings without comment.
Deliverables	▪ Draft HPSR (electronically to City and then to Caltrans) ▪ Revised Draft HPSR (electronically to City and Caltrans for concurrent review) ▪ Final HPSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.4.2 Supplemental Historic Property Survey Report

As stated above, it is assumed the 10.29-acre area that was not surveyed in July 2022 as part of the originally proposed project will not be accessible for this project. Therefore, Consultant will prepare a Supplemental HPSR, including Supplemental ASR, for this area prior to construction and once the City has obtained access to this area and it has been cleared of vegetation by others.

Assumptions	▪ Only the 10.29-acre area will need to be addressed in the Supplemental HPSR and Supplemental ASR. ▪ No cultural resources will be identified in the 10.29-acre area.
Deliverables	▪ Draft Supplemental HPSR (electronically to City and then to Caltrans) ▪ Revised Draft Supplemental HPSR (electronically to City and Caltrans for concurrent review) ▪ Final Supplemental HPSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.4.3 Visual Impact Assessment

Visual changes resulting from the proposed modifications to the Pine Avenue Extension design that were analyzed in the 2018 Visual Impact Assessment for the originally proposed project were expected to be relatively minor. The revised project includes an urban four-lane-bridge arterial from SR-71 to El Prado Road, which is anticipated to result in visual changes that are somewhat more pronounced. There are no Eligible or Officially Designated State Scenic Highways associated with the proposed project or City-designated scenic routes. As determined by completing the California Department of Transportation's (Caltrans') updated Questionnaire to Determine VIA Level, a Standard Visual Impact Assessment (SVIA) is anticipated for the project.

The analysis will be performed using methods and protocol developed by FHWA and adopted by Caltrans and will utilize Caltrans' SVIA template. Any requested format changes to standard Caltrans' SVIA template will require scope and cost modifications. The SVIA will utilize the 2018 analysis and document any notable changes to the existing visual setting since 2018, changes to affected viewer groups, and changes to visual impacts resulting from the proposed design modifications. If needed, new mitigation measures will be proposed to lessen visual impacts resulting from the proposed design changes. The analysis will define the project location and setting; describe visual resources and resource change and viewer groups and viewer responses associated with the project; and evaluate potential visual impacts caused by the proposed project, including any proposed mitigation measures to reduce impacts.

Consultant will prepare two photo simulations for the proposed project. Key views will be established from public vantage points only. This scope assumes that one Consultant staff person will take setting photos to be referred to when conducting the analysis and for use in preparing the simulations. Candidate key views will be evaluated by Consultant against available conceptual design plans, factoring potential stakeholder concerns and the presence of sensitive visual receptors, to determine which of the candidate key views are recommended for simulating. These recommendations will be provided to the City and Caltrans for approval of the final key views for simulating.

The visual simulations will include a set of accurate and realistic computer-generated simulations to illustrate existing and post-project visual conditions from final selected key views. The simulations will be produced using digital photographs and advanced computer modeling/rendering techniques and will

show the location, scale, and appearance of visible project features including new or modified structures and overhead conductors. The simulations may also show proposed removal of existing vegetation or grading that is required for project construction. The visual simulations will be submitted in digital format for printing in color on 8.5-inch by 11-inch sheets. The existing and simulated conditions will be included together on one page, for a side-by-side comparison and included in the SVIA.

Assumptions	▪ Only two photo simulations will be required and prepared. ▪ Key views will be established from public vantage points only.
Deliverables	▪ Draft SVIA (electronically to City and then to Caltrans) ▪ Revised Draft SVIA (electronically to City and Caltrans for concurrent review) ▪ Final SVIA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.4.4 Noise Study Report

Consultant will assess the noise impacts associated with the proposed improvements. Based on the expected improvements the project is a Type 1 project and would require compliance with the requirements specified by FHWA in 23 CFR 772. A Noise Study Report (NSR) will be required which analyzes the noise impacts based on the guidance in the Caltrans Traffic Noise Analysis Protocol (Protocol) and will be prepared to satisfy the requirements of CEQA and NEPA.

Consultant staff will identify noise sensitive land uses and other features using platforms such as Google Earth/Maps prior to the field survey. Consultant will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this project to ensure that all requirements are addressed. A Noise Study Work Plan will be prepared for Caltrans review and approval prior to initiating the noise work.

Existing noise conditions in the project area will be quantified based on noise measurements conducted at locations along the project alignment. Short-term monitoring (15 to 20 minutes) will be conducted during daylight hours at selected locations in the project area at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at up to two (2) locations. It should be noted that much of the project area is not developed with existing roadways and therefore, may not be a candidate for model validation, based on the guidance in the Caltrans Technical Noise Supplement and the Protocol.

Consultant will conduct traffic noise modeling of the Build alternatives and the No-Build alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year build and no build conditions the proposed project.

Traffic noise impacts for the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial traffic noise increase (12 dB increase relative to the existing) at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by decision makers in considering noise abatement. Consultant will also evaluate potential

construction noise impacts using methods recommended by the U.S. Department of Transportation and/or direction included in Caltrans Standard Specifications. It is assumed that the noise analysis, specifically in the context of the City's CEQA thresholds, will be addressed directly in the EIR/EA and not in the NSR.

Consultant will prepare an NSR addressing the requirements of 23 CFR 772 in accordance with guidance in the Protocol and following the Caltrans Annotated Noise Study Report Outline. If traffic noise impacts are predicted, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts (if applicable). In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls.

Assumptions	▪ No noise walls/barriers will be determined to be feasible in the NSR. ▪ A Noise Abatement Decision Report will not be required and no noise voting will be needed. ▪ Short-term monitoring (15 to 20 minutes) will be conducted during daylight hours at up to six (6) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location at up to two (2) locations.
Deliverables	▪ Draft Noise Study Work Plan (electronically to City and Caltrans) ▪ Final Noise Study Work Plan for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments) ▪ Draft NSR (electronically to City and then to Caltrans) ▪ Revised Draft NSR (electronically to City and Caltrans for concurrent review) ▪ Final NSR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.5 Natural Environment Study

Consultant will conduct a literature search, perform field surveys, and prepare a Natural Environmental Study (NES) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES annotated outline that is available at the time that the NES is initiated. The NES should summarize technical documents (e.g., focused species studies, wetland assessments, biological assessments, etc.) related to effects on biological resources in the Biological Study Area (BSA) for use in the environmental document.

The following tasks will be performed during the preparation of the reports: Review of Project Information and Applicable Literature

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- Special status species lists from the California Department of Fish and Game (CDFG) and

U.S. Fish and Wildlife Service (USFWS).

- Database searches of current versions of the California Natural Diversity Database (CNDDB) and the Online Inventory of the California Native Plant Society (CNPS).
- The most recent applicable Federal Register listing package and critical habitat determination for each federally listed Endangered or Threatened species potentially occurring within the project site.

- The most recent CDFG Annual Report on the status of California's listed Threatened and Endangered plants and animals.
- Other available biological studies conducted in the vicinity of the project site; and
- Biological documentation prepared for the Pine Avenue Sewer Project.

Field Evaluation for Biological Resource Constraints

After reviewing relevant information, the project area will be evaluated, with a thorough walkover covering all portions relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and more general biological resource issues observed or detected. The site will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species, habitats, or more general biological resource issues potentially posing a constraint to the project through applicable laws and regulations. Adjacent areas will also be briefly examined to provide context. It is assumed that access will be obtained by the City for the field surveys. Consultant shall attempt to include in this scope any specialized studies that may be required, however, if focused habitat evaluations for any species other than those included in this scope of work or focused surveys are required for any species then this will be communicated to the City immediately and a separate scope and cost for this work will be provided. The study area is assumed to be the proposed project footprint plus 300 feet (where access is permissible).

Technical Report Preparation

A draft NES will be developed based on results of the biological surveys and analysis and will conform to the current Caltrans NES annotated outline, as previously described. The report will describe:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study.
- The environmental setting including both the biological and physical setting at the project site.
- The results, including special-status species present on the site, if any, and a discussion of impacts (including wildlife corridors) and mitigation, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any.

Permitting occurs after the environmental document has been approved and the scope for obtaining permits is included at the end of this scope of work.

Assumptions	
Deliverables	▪ Draft NES ▪ Final NES

3.6 Biological Assessment

The Consultant shall prepare a Biological Assessment (BA) of the Project area. The BA shall include review of relevant data and a site reconnaissance to identify the potential for occurrence of any listed or special status species within the Project area. These activities may include but are not necessarily limited to:

A literature review of relevant documentation including review of other Caltrans Natural Environmental Studies/Minimal Impact and Biological Assessment reports for projects within the vicinity.

A review of any relevant information including but not limited to the California Department of Fish and Game's California Natural Diversity Database and the California Native Plant Society's Inventory of Rare and Native plants.

A vegetation mapping and biological survey of the Project area including a pedestrian survey allowing for 100-percent visual coverage.

The BA shall include a description of the environmental setting and identify any occurrences of plant or animal species on site, particularly any species federally listed, proposed, or watch listed. Should an occurrence of a federally listed species be found within the Project area; the BA shall include any proposed mitigation(s) to minimize the impacts to the identified species.

This task includes evaluations/determinations for the following potential resource issues and will be incorporated into the Biological Assessment and NES to determine potential impacts to these species:

- Habitat Evaluation and Focused Surveys for Burrowing Owl. Surveys would include an evaluation of suitable habitat for Burrowing Owl (*Athene cunicularia*) and will include four site visits between the required survey window of March 1 through August 31.
- Focused Sensitive Plant Survey. The project footprint will be systematically surveyed on foot for sensitive plants following standard protocols, with four different visits during the spring and blooming period April through August.
- Least Bell's Vireo/Southwestern Willow Flycatcher Habitat Assessment and Focused Surveys

  Least Bell's vireo (*Vireo bellii pusillus*; LBVI) critical habitat and suitable habitat for southwestern willow flycatcher (*Empidonax traillii extimus*; SWFL) have been identified at the project site based on preliminary research. LBVI surveys will be performed with a total of eight (8) visits to the project site. Five focused survey visits for SWFL will be conducted in suitable habitat. Following USFWS guidance, surveys are not conducted with surveys for other species.
- White-Tailed Kite and Tricolored Blackbird

  The potential for nesting white-tailed kite and tricolored blackbird will be assessed. Surveys for these species will be conducted concurrently with a total of three (3) visits to the project site.
- Focused Southwest Pond Turtle and Sensitive Herpetology (amphibians and reptiles) Trapping/Focused Survey

  This survey will include four visual surveys for southwest pond turtle and active searches for other sensitive terrestrial herps potentially occurring in the project area.
- Focused Survey for Santa Ana Speckled Dace and Arroyo Chub

  Chino Creek has no known records of Santa Ana Sucker and habitat at the project site does not

appear suitable. The focus of the survey would be for santa ana speckled dace and arroyo chub. This will include two field surveys at the two drainage crossings along Pine Avenue. The first survey will be a habitat suitability assessment, and, if required, the second survey will be an aquatic species presence/absence survey. A technical memorandum-style report will be prepared based on the results of the habitat assessment and a second technical memorandum-style report will be prepared based on the results of the aquatic species survey.

- Focused Crotch's Bumble Bee

  The project area contains suitable habitat for Crotch's bumble bee (*Bombus crotchii*) and the species is known to occur in the project area. Focused bumble bee surveys will be performed with a total of three (3) site visits spaced 2-4 weeks apart between April and August.

- Fairy Shrimp

  The project site will be evaluated to determine if suitable habitat is present on site for listed fairy shrimp. At this time, it is assumed that no suitable habitat will be identified. If suitable habitat is identified, then a scope and cost for conducting focused surveys for listed fairy shrimp will be provided to the City for approval.

Jurisdictional Waters Delineation

A qualified biologist will examine all relevant portions of the site and perform a routine-level delineation of the extent of potentially jurisdictional waters under both state and federal regulations. Evaluation for federal wetlands will follow the applicable methods in the 1987 manual from the Corps of Engineers and 2006 Arid West supplement from the Corps of Engineers, along with subsequent supporting materials and applicable regulations, policy, and case law. The study area for this work will include the proposed project footprint along with a 100-foot buffer. This scope and cost assume that the City will be responsible for obtaining and providing access. The work will be at a routine (rather than comprehensive) level of detail, that is, point sampling and standard criteria (hydrology, soils, and vegetation) will be used to identify, map and calculate total area for federal and state jurisdiction, but no laboratory testing of soils or water, no hydrological or hydrogeomorphic analysis or modeling, no formal statistical analysis, and no extensive records searching, will be provided. Evaluation of existing functions and values for jurisdictional areas will be addressed at a qualitative level. Mapping will be performed at a scale of 1-inch equals 200 feet (1:2400) or better, with a minimum mapping unit of no more than 0.05 acres and will reflect the delineated boundaries of any jurisdictional waters and wetlands present.

Photographs representative of relevant site conditions will be taken. As part of this task a separate jurisdictional delineation report will be prepared that includes background information, delineation methods, and the results of this delineation in text, tabular, and graphical formats. The NES will meet the standard requirements for a delineation report in the applicable regions of the Corps of Engineers, California Department of Fish and Game, and Regional Water Quality Control Board. The field determination with the Corps of Engineers and Department of Fish and Game is included. Agency coordination will occur soon after the initial field work has been conducted to ensure that all agency concerns are addressed.

Assumptions	
Deliverables	▪ Draft/Final Biological Assessment Report ▪ Draft/Final Burrowing Owl Report ▪ Draft/Final Sensitive Plant Report

- Draft/Final LBVI/SWFL Focused Survey Report
- Draft/Final White Tailed Kite and Tricolored Blackbird Report
- Southwest Pond Turtle and Sensitive Herp Report
- Draft/Final Santa Ana Speckled Dace/Arroyo Chub Report
- Draft/Final Jurisdictional Delineation Report

3.7 Paleontological Identification Report/Paleontological Evaluation Report

A combined Paleontological Information Report/Paleontological Evaluation Report (PIR/PER) will be prepared that will identify and document the viability of paleontological resources existing with the project's study limits. The following identifies the tasks to be performed.

Records Searches

The paleontologist will request paleontological records searches from the Natural History Museum of Los Angeles County (NHMLA) and San Bernardino County Museum (SBCM). The records searches will identify known paleontological localities within the Project area and a one-mile buffer, including those that may have been documented since the previous records search was completed for the area in 2017 in support of the originally proposed project.

Analysis of Existing Data

An analysis of existing data will be conducted that includes reviews of geologic mapping, published paleontological literature, previously completed paleontological assessment reports in the area, and available online databases such as the Paleobiology Database. Paleontological sensitivity rankings will be assigned to each geologic unit identified within the project area. The project area and a 0.5-mile buffer will be mapped onto the highest resolution geologic maps available and overlain with a paleontological sensitivity layer for ease of reference.

Field Survey

An initial review of geologic maps indicates that the project area is underlain by Holocene- and Pleistocene-age alluvial deposits. Holocene-age deposits are generally considered to have a low sensitivity for paleontological resources at and near the surface. However, Pleistocene-age alluvial deposits are generally considered to have a high sensitivity for paleontological resources since significant fossils have been recovered from these deposits in the project vicinity. Therefore, a field survey is recommended to verify the geologic mapping and identify the existing level of disturbance within the project footprint. If any fossils are identified during the survey, they will be documented in detail and reported to the City and Caltrans. No fossils will be collected during the survey; however, recommendations on the treatment of the fossils (e.g., preconstruction collection or sampling) will be provided.

Paleontological Identification Report/Paleontological Evaluation Report

The results of the records search, analysis of existing data, and field survey will be used to assign paleontological sensitivities to the geologic units within the project area using the Caltrans tri-partite system, which includes rankings of no, low, and high sensitivity. A combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be prepared to convey the methods and results of the study. The PIR/PER will also include a description of the proposed project, project footprint, proposed excavations, and geological and paleontological context of the project area, and a discussion

of the potential to encounter significant paleontological resources during grading and excavation in the project area. Based upon the projections of the potential to encounter significant fossils, the PIR/PER will state the potential impact of the project upon paleontological resources and will provide detailed recommendations for further paleontological tasks to reduce identified adverse impacts/effects, if necessary.

Assumptions	▪ Separate reports (i.e., PIR and PER) will not be required or prepared. ▪ Paleontological record search fees will not exceed $540. ▪ A paleontological field survey will be completed by one (1) paleontologist in one (1) 8-hour day.
Deliverables	▪ Draft PIR/PER (electronically to City and then to Caltrans) ▪ Revised Draft PIR/PER (electronically to City and Caltrans for concurrent review) ▪ Final PIR/PER for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.8 Paleontological Mitigation Plan

Consultant will prepare a Paleontological Mitigation Plan (PMP) that establishes the procedures to mitigate adverse effects to significant paleontological resources during project-related construction activities in accordance with City and Caltrans requirements, Society of Vertebrate Paleontology guidelines, and other industry standards. The PMP will include project background information and recovery goals; description of when and where paleontological monitoring will be required; pre-construction measures such as a pre-construction meeting and workers environmental awareness program training; monitoring methods and safety requirements; unanticipated discovery procedures and matrix sampling procedures; procedures for fossil salvage, data recovery, and laboratory work (including preparation, identification, and analysis); a repository agreement; and reporting requirements.

Assumptions	Implementation of the PMP is not included.
Deliverables	▪ Draft PMP (electronically to City and then to Caltrans) ▪ Revised Draft PMP (electronically to City and Caltrans for concurrent review) ▪ Final PMP for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.9 Air Quality Report

The project is located within the South Coast Air Basin (SCAB) region of San Bernardino County. The SCAB region of the proposed project is within a nonattainment area for the federal 8-hour ozone (O_3), lead, and particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) standards and within an attainment/maintenance area for the federal carbon monoxide (CO) and particulate matter less than 10 micrometers in diameter (PM_{10}) standards. Therefore, the proposed project is subject to Transportation Conformity.

An Air Quality Report (AQR) will be prepared and include the following discussions and analyses:

- *Regulatory Setting and Existing Conditions*. Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and

the South Coast Air Quality Management District (SCAQMD), the report will characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

- *Regional Conformity*. As a new interchange project that would increase capacity, the project is not exempt from regional conformity. The AQR will evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG).
- *Project-Level Conformity*. Evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
    - *Localized Carbon Monoxide Hot Spot Analysis*. Analyze the degree to which project-related traffic volumes have a potential to affect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
- *Localized $PM_{2.5}$/PM_{10} Hot Spot Analysis*. The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local $PM_{2.5}$ and PM_{10} concentrations. Consultant will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). Consultant will lead the TCWG interagency consultation on behalf of the City.
- *Evaluation of Construction-Period Emissions*. A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model integrated into the CalEEMod model.
- *Evaluation of Operations-Period Mass Emissions*. Regional criteria pollutant emissions will be quantified using project-level VMT and current EMFAC emissions factors. This analysis will use VMT for existing condition, no-build condition for the opening year and horizon year, and build alternative conditions for the opening year and horizon year for each Build alternative.
- *Mobile Source Air Toxics*. Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a quantitative analysis can be prepared.
- *Climate Change/Greenhouse Gas Emissions*. A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily VMT; and current EMFAC emissions factors. Consultant will present a comparison of GHG emissions under the Build alternatives and the No-Build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER and Caltrans annotated outline. Construction GHG emissions will be quantified using the Road Construction Emissions Model integrated into the CalEEMod model.

Mitigation Measures. Consultant will develop mitigation measures, where applicable, to address significant air quality impacts, if present.

Assumptions
- The project will not be considered a Project of Air Quality Concern.

	▪ A screening-level PM conformity analysis will be sufficient, and is only included in the scope of work.
Deliverables	▪ Draft AQR (electronically to City and then to Caltrans) ▪ Revised Draft AQR (electronically to City and Caltrans for concurrent review) ▪ Final AQR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.10 Air Quality Conformity Analysis Report

Under NEPA assignment, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. Following circulation of the Draft EIR/EA, Consultant will prepare a separate Air Quality Conformity Analysis (AQCA) report using the annotated outline for this report on the SER at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the AQCA report is prepared.

Assumptions	▪ No comments related to air quality conformity will be received on the publicly-circulated Draft Environmental Document; therefore; the AQCA will not need to address such comments. ▪ The City will have the project accurately described in the FTIP with sufficient funding designated for future project phases to allow for approval of the air quality conformity determination.
Deliverables	▪ Draft AQCA (electronically to City and then to Caltrans) ▪ Revised Draft AQCA (electronically to City and Caltrans for concurrent review) ▪ Final ACQA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.11 Relocation Impact Memorandum

It is assumed that less than ten residential structures would be acquired and relocated as part of the proposed project. A Draft Relocation Impact Memorandum (DRIM) will be prepared pursuant to FHWA guidelines/policies to comply with the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970, as amended, the California Relocation Act, and as described in Chapter 10 of the Caltrans Right-of-Way Manual. With a DRIM document, it is assumed that relocation impacts within the project area are non-complex and adequate relocation resources are available for displaces, which is the assumed situation for the proposed project.

Using aerial photography, 2000 U.S. Census data, windshield surveys, and interviews with local real estate agents, we will identify characteristics of potential relocations, including the number/type of residences. It is assumed that businesses, farms, and non-profit organizations would not be displaced. In addition, we will identify and evaluate potential relocation resource areas and any difficulties that may arise, if appropriate.

Assumptions	
Deliverables	Draft Relocation Impact Memorandum

3.12 Section 4(f) Evaluation

Based on the Section 4(f) *De Minimis* Finding Report (November 2023) prepared for the originally proposed project, there are four (4) resources subject to protection under Section 4(f) of the U.S. Department of Transportation Act of 1966. These resources include El Prado Golf Course, Prado Regional Park, Vila Borba Park, and one historic property (P-36-005096/CA-SBR- 5096/Cogstone Point) within the project's APE.

Consultant will prepare a Section 4(f) *De Minimis* Finding Report documenting that the project would meet the criteria necessary for a *de minimis* Section 4(f) finding to apply. It is assumed that no additional resources beyond the four previously identified resources will be identified or evaluated. The Section 4(f) *De Minimis* Finding Report will be appended to the environmental document and will, as necessary, include measures to avoid or minimize impacts on Section 4(f) resources. Consultant will prepare letters on behalf of the City and Caltrans that will be sent to the officials with jurisdiction over the Section 4(f) properties (with the exception of the cultural resources, which do not require such letters) to obtain their written concurrence that the project would not adversely affect the activities, features, or attributes that qualify the resources for protection under Section 4(f) of the U.S. Department of Transportation Act of 1966; written concurrence from the jurisdictions would be obtained following circulating the draft environmental document for public review and included in the final environmental document.

Assumptions	▪ It is assumed that no additional resources beyond the four previously identified resources will be identified or evaluated. ▪ Documentation beyond a Section 4(f) *de minimis* evaluation will not be required, and no more than four resources subject to protection under Section 4(f) of the U.S. Department of Transportation Act will be evaluated in the Section 4(f) evaluation which will be appended to the environmental document. ▪ Section 6(f) resources will not be encroached upon by the project and no 6(f) resources will require evaluation.
Deliverables	▪ Draft Section 4(f) *De Minimis* Finding Report (electronically to City and then to Caltrans) ▪ Revised Draft Section 4(f) *De Minimis* Finding Report (electronically to City and Caltrans for concurrent review) ▪ Final Section 4(f) *De Minimis* Finding Report for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.13 Water Quality Assessment Report

Consultant will prepare a Water Quality Assessment Report (WQAR) for the project based on the current Caltrans WQAR annotated outline. The analysis will include the general environmental setting, relevant water quality objectives and beneficial uses, and environmental consequences with the potential to impact water quality including anticipated changes to the physical, chemical, or biological characteristic of the aquatic environment, temporary impacts, and long-term impacts during operation and maintenance. In the event groundwater dewatering is required, it would be conducted on a temporary, short-term basis and would not impact groundwater resources. The water quality analysis is anticipated to be completed via desktop research from available sources of information including hydrologic characteristics of the site, along with engineering information on the existing and proposed impervious

surface areas and proposed best management practices required by the MS4 Permit.

Assumptions	▪ No fieldwork is required to prepare and obtain approval of the WQAR.
Deliverables	▪ Draft WQAR (electronically to City and then to Caltrans) ▪ Revised Draft WQAR (electronically to City and Caltrans for concurrent review) ▪ Final WQAR for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.14 Phase I Initial Site Assessment

Consultant will prepare an Initial Site Assessment (ISA) report in compliance with the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The following identifies the tasks to be completed in support of the Phase I ISA:

- Review of information provided by client;
- Site reconnaissance to look for indicators of potential hazardous materials;
- Environmental database searches and outreach to various agencies, such as RWQCB, Department of Toxic Substance Control, Department of Health Services, and other City/County agencies that deal with hazardous materials;
- Interviews with those knowledgeable of the parcel/project;
- Reviews of selected historical records and mapping including aerial photos and maps, and;
- Completing the Caltrans User Questionnaires.

The ISA will include discussions of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products that could impact the project. The reports will also include site location maps, site visit notes, User Questionnaires, environmental database search reports, historical topographic maps, aerial photographs, and selected photographs from the site reconnaissance. Consultant will also provide recommendations for additional investigation, if warranted.

Assumptions	No additional hazardous materials/waste effort, testing, or reporting beyond the ISA is included.
Deliverables	▪ Draft ISA (electronically to City and then to Caltrans) ▪ Revised Draft ISA (electronically to City and Caltrans for concurrent review) ▪ Final ISA for approval (electronically to City and Caltrans for concurrent review and concurrence; assumes no further comments)

3.15 Environmental Document

3.15.1 Draft Environmental Document

The CEQA document for the proposed project will be an Environmental Impact Report (EIR), and the NEPA document for the proposed project will be an Environmental Assessment/Finding of No Significant Impact (EA/FONSI). A combined EIR/EA will be prepared for the project. If the CEQA and NEPA documents need

to be prepared separately, then this effort is not assumed or included in this scope of work. The EIR/EA format used will follow the annotated outline for combined EIR/EA included on Caltrans SER at the time the EIR/EA document is initiated.

Assumptions	▪ A combined EIR/EA will be prepared for the project; preparation of separate CEQA and NEPA documents for the project is not included. ▪ The U.S. Army Corps of Engineers (USACE) will provide no more than two rounds of review comments on the Draft EIR/EA (EA portion only) before it is approved by the City and Caltrans for public circulation. ▪ No significant impacts will be identified under CEQA that cannot be mitigated to a level that is considered less than significant. ▪ No significant impacts related to vehicle miles travelled (VMT) will be identified and no VMT mitigation will need to be evaluated, identified, or developed. ▪ NEPA/404 integration process will not be required.
Deliverables	▪ Draft EIR/EA (1) (electronically first to City and then to Caltrans for review) ▪ Draft EIR/EA (2) and Comment Response Matrix (electronically to City and Caltrans for concurrent review) ▪ Draft EIR/EA (3) and Comment Response Matrix (electronically to the City and Caltrans for review and concurrence and then forwarding to USACE for review) ▪ Draft EIR/EA (4) and Comment Response Matrix (electronically to City and Caltrans for review and concurrence, and then to USACE for review and concurrence) ▪ Final Draft EIR/EA for approval to circulate and Comment/Response Matrix (electronically to City and Caltrans for concurrent review/confirmation and City and Caltrans approval to circulate; assumes no further comments) ▪ Five hard copies and one electronic (pdf) final Draft EIR/EA for availability (this includes the copies for the availability locations)

3.15.2 Circulate Draft Environmental Document

The following tasks related to public circulation of the Draft EIR/EA will be conducted.

Master Distribution List

Consultant will utilize the mailing/distribution list prepared in consultation with Caltrans and the City and as included in the Draft EIR/EA, for the purpose of publicly distributing the Draft EIR/EA for public review.

Assumptions	The distribution list will be comprised of owners and occupants within 0.25 mile of the project.
Deliverables	Master Distribution List

Notices Regarding Public Hearing and Availability of DED

The Notice of Availability/Notice of Public Hearing (NOA/NPH) will be prepared in English and Spanish. Since a public hearing is assumed to be held, the notice will also need to be published a second time at least one week prior to the public hearing. The Notice of Completion and Environmental Document Transmittal will also be prepared for submittal to the LCI along with an electronic copy of the Draft EIR/EA. All submittals to the LCI will be made electronically only via CEQAnet.

Assumptions	▪ The NOA/NPH will be published in one English and one Spanish newspaper. Notice will be published twice in each newspaper. ▪ The cost of publication will be paid directly to the newspapers by the City.
Deliverables	▪ Draft and Final NOA/NPH (assumed to be transmitted electronically with no hard copies) ▪ Draft and Final Notice of Completion & Environmental Document Transmittal for submittal to LCI (assumed to be transmitted electronically with no hard copies)

Publication and Circulation

Hard copies of the Draft EIR/EA and NOA/NPH will be provided to the availability locations (Caltrans, City, and libraries), digital media containing the document and a hard copy of the NOA/NPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA/NPH will be provided to property owners and occupants within a 0.25 mile radius of the proposed project.

The Notice of Completion and Environmental Document Transmittal, along with the Draft EIR/EA, will be submitted to the LCI via CEQAnet. The NOA/NPH will be posted at the San Bernardino County Clerk's office.

Assumptions	▪ A $50 fee has been assumed for filing of the NOA/NPH at the San Bernardino County Clerk's office. ▪ All submittals to LCI will be electronic only (no hard copies). ▪ Hard copies of the technical studies will not be provided to the distribution locations. ▪ A link to the Draft EIR/EA to be hosted on the City's website will be included in the notice for anyone that wants to review the document.
Deliverables	▪ Distribution of Draft EIR/EA to availability locations (up to five total locations [i.e., Caltrans, City, and libraries]) ▪ Filing of NOA/NPH with San Bernardino County Clerk ▪ Distribution of Draft EIR/EA to LCI (electronic only)

3.15.3 Public Comment Responses

At the close of the public availability period for the Draft EIR/EA, Consultant will review and respond to all comments received. In addition, Consultant will attend a meeting with City and Caltrans staff to review any written comments on the Draft EIR/EA that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final EIR/EA.

Assumptions	▪ No comments requiring new or extensive analyses will be received on the Draft EIR/EA or requiring the input of lawyers.
Deliverables	▪ Responses to comments (included in Final EIR/EA)

3.15.4 Public Comment Responses

Working with the PDT the preferred alternative will be identified and documented in the Final EIR/EA. No deliverables are associated with this task as information will be directly incorporated into the Final EIR/EA.

Assumptions	▪ Selection of the preferred alternative will occur during a PDT meeting; attendance at an additional meeting (e.g., City Council meeting) is not required or included.
Deliverables	▪ Information regarding identification of preferred alternative (included in Final EIR/EA)

3.16 Final Environmental Document

3.16.1 Final Environmental Document

The EIR/EA will be revised to include the responses to comments received during public circulation, to document the identified preferred alternative, and to document whether any changes to the project have occurred.

Findings

Findings of Fact (Findings) will be prepared in compliance with CEQA. The Findings will be submitted along with, and reviewed by the City with, the Final EIR/EA.

Statement of Overriding Considerations

The Statement of Overriding Considerations, if needed, will be prepared in compliance with CEQA. The Statement of Overriding Considerations will be submitted along with, and reviewed by the City with, the Final EIR/EA.

Public Distribution of Response to Comments

At least 10 days prior to adoption the responses to comments on the Draft EIR (as proposed for inclusion in the Final EIR/EA) will be provided to any agencies that commented on the Draft EIR/EA. It is assumed that no further comments will be provided by the reviewing agencies.

The submittals of the Final EIR/EA are identified below.

Assumptions	No submittals beyond those listed below are assumed or included in this scope of work.
Deliverables	▪ Final EIR/EA/FONSI (1) (electronically first to City and then to Caltrans for review) ▪ Final EIR/EA/FONSI (2) and Comment Response Matrix (electronically to City and Caltrans for concurrent review and concurrence and forwarding to the Corps for review) ▪ Final EIR/EA/FONSI (3) and Comment Response Matrix (electronically to the City and Caltrans for concurrent review and concurrence and then to Corps for review and concurrence) (assumes no additional comments) ▪ Final EIR/EA/FONSI and Comment/Response Matrix (electronically to City and Caltrans for concurrent review and City and Caltrans concurrence and City approval to circulate response to comments to commenting agencies) (assumes no further comments) ▪ Electronic (pdf) Final EIR/EA/FONSI for final adoption and approval by the City and Caltrans (assumes no further comments or changes to the document will be required) ▪ Findings (to be submitted with, and reviewed with, the Final EIR/EA/FONSI)

	▪ Statement of Overriding Considerations (to be submitted with, and reviewed with, the Final EIR/EA/FONSI) ▪ Distribution of response to comments to commenting agencies (electronically only)

3.16.2 Notice of Determination (CEQA) and Federal Register Notice (NEPA)

Notice of Determination

The Notice of Determination (NOD) will be prepared in compliance with CEQA. The NOD will be electronically filed with the LCI on behalf of the City. The NOD would also be posted with the San Bernardino County Clerk. Along with the NOD, a California Department of Fish and Game (CDFG) filing fee would also be filed.

Federal Register Statute of Limitations Notice

Consultant will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the SER, and it is assumed that a Draft and Final version of the notice will be prepared, and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

Assumptions	▪ The CDFG filing fee will not exceed $4,000. ▪ The fee for filing the NOD with the San Bernardino County Clerk will not exceed $50.
Deliverables	▪ Draft and Final NOD (submitted electronically for review and to the LCI) ▪ Draft and Final Federal Register Statute of Limitations Notice (electronically only)

TASK 4 – SUPPORTING STUDIES

4.1 Geotechnical Investigations and Geotechnical Report

The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project.

Preliminary Geotechnical Report

Consultant will prepare a Preliminary Geotechnical Report for the project to provide preliminary geotechnical information for the Project Concept Report and Type Selection process. This report will be prepared using the available subsurface data.

Geotechnical Field Exploration

The Consultant will perform soil borings and studies as part of geotechnical field study to obtain detailed information required for design of the Project. According to Caltrans and AASHTO recommendations, a soil boring is required at each bridge support location when the substructure width is less than 100 feet. The proposed bridge is expected to have 39 supports: two with a span of 40 feet, 27 with spans of 44 feet, and ten with spans ranging from 101 to 145 feet. Based on AASHTO guidelines, a total of 39 soil borings would typically be required for this bridge. To provide a more cost-effective solution for the City, the consultant proposes to drill only 8 soil borings for the shorter spans (i.e., 40 to 44 feet spans). This

approach will reduce the total number of bridge borings from 39 to 20, while still providing adequate geotechnical information for design. If additional borings are required to satisfy the Caltrans/AASHTO guidelines of a boring per support, or to mitigate potential claims during construction, consultant's scope and fee will need to be revisited to accommodate the additional borings.

Based on this information, the Consultant's geotechnical field investigations plan is presented in Table 4.1. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace concrete that is removed by excavations.

Table 4.1. Proposed Soil Boring Information

Design Element	Number of Borings	Approximate Depth (feet)
Bridge Abutments	2	80
Bridge Longer Spans Bents	10	125
Bridge Shorter Spans Bents	8	80

The consultant will prepare a boring location plan, which will be submitted to the City for review and approval. Once approved, the plan will be used to obtain the necessary well permits, no-fee City encroachment permit and USACE permits.

The Consultant will notify the City at least 48 hours prior to boring operations and work with USACE to obtain the appropriate permits. Immediately after obtaining soil samples, boring holes will be backfilled with non-shrink grout or an alternate material acceptable to the City's Public Works Department or USACE.

The Consultant will provide all required traffic control measures during geotechnical field work in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices and in accordance with City regulations/ordinances and USACE.

The Consultant will obtain all required permits and utility mark-outs at least 48 hours prior to commencement of any geotechnical field work.

The Consultant will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples shall be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils shall be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the testing laboratory. In addition, the consultant shall obtain three representative soil specimens for scour study: one at 100' upstream, one at bridge location and one at 100' downstream. At bridge, specimens shall be collected at 1-2 feet, 5 feet, and 10 feet from a boring. At upstream and downstream, specimens shall be collected using a shovel at a depth of about 1 to 2 feet below the channel bottom.

Laboratory Testing

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. The Consultant will perform various laboratory tests to determine or derive physical and engineering characteristics of soils. Anticipated laboratory tests include: in-situ density and moisture content, grain

size, Atterberg Limits, direct shear, UU triaxial, consolidation, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance ASTM International standards or California Test methods.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing shall be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses shall be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Accelerations based on the Caltrans design criteria, and recommendation of an ARS curve for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining wall.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural sections in accordance with the Caltrans method.

Geotechnical Report

A licensed Geotechnical Engineer in the State of California will prepare and submit a Geotechnical Report to summarize subsurface results and provide all the geotechnical design and construction recommendations for the project, which will include recommendations for bridge, retaining wall, and pavement structural sections. All comments resulting from the City of Chino review will be addressed by the Consultant and incorporated into final report as necessary.

Assumptions	▪ Geotechnical investigation is allowed between 7 AM and 7 PM on weekdays. ▪ No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, work will immediately be terminated and the City will be notified. ▪ For the abutments and shorter span bents, the boring depths are based on small diameter piles (24-inch or less). ▪ No permit fee was assumed for encroachment permits. $8,000 was allocated for San Bernardino County well permit fee. ▪ No recommendations for sound walls, overhead signs, and soil infiltration rates. ▪ No site-specific ground motion analyses ▪ Site-specific traffic control plans are not required; CA MUTCD will be used for traffic control plans. ▪ Boring locations will be patched with rapid set concrete with black dye to replace asphalt that is removed by excavations; no hot mix/sawcut repair. ▪ No pavement rehabilitation recommendations. ▪ Design support during construction is not included.
Deliverables	▪ Preliminary Geotechnical Report ▪ Boring Location Map ▪ Log of Test Borings ▪ Draft/Final Geotechnical Report

4.1.1 Biological Resources Memorandum

Consultant will prepare a brief Biological Resources Memorandum which will summarize pertinent information from the NES prepared for the project; this memorandum will support the CEQA Categorical Exemption for the geotechnical borings.

Assumptions	▪ No additional surveys beyond those conducted for the project's NES are assumed or included. ▪ A CDFW Section 2081 Incidental Take Permit (ITP) is not assumed or included.
Deliverables	▪ Draft and Final Biological Resources Memorandum (electronic only)

4.1.2 Cultural Resources Memorandum

Consultant will prepare a brief Cultural Resources Memorandum which will summarize pertinent information from the HPSR prepared for the project; this memorandum will support the CEQA Categorical Exemption for the geotechnical borings.

Assumptions	▪ No additional studies beyond those prepared for the project's HPSR are assumed or included. ▪ Borings will not be located on properties with identified cultural resources. ▪ No SHPO consultation will be required. ▪ No Native American consultation will be required beyond that conducted for the Pine Avenue Connector/Bridge project.
Deliverables	▪ Draft and Final Cultural Resources Memorandum (electronic only)

4.1.3 CEQA Categorical Exemption

Consultant will support the City to prepare the Notice of Exemption (NOE) form for the City's filing with the County Clerk and LCI.

Assumptions	▪ The City will file the NOE with the County Clerk and LCI. ▪ The City is responsible for paying the County Clerk filing fee.
Deliverables	▪ Draft and Final NOE Form (electronic only)

4.1.4 NEPA Environmental Assessment

Consistent with the process that was implemented during the Pine Avenue Extension project, it is assumed that the U.S. Army Corps of Engineers (USACE) will require the preparation of an Environmental Assessment/Finding of No Significant Impact for the geotechnical borings that are performed and that the Corps will be the NEPA lead agency for this effort. This will require meeting/coordinating with USACE, preparing a short form NEPA Environmental Assessment (EA) for conducting the geotechnical borings on USACE-owned property. Consultant (i.e., up to two staff) will attend up to four (4) meetings with USACE to confirm the format and content of the NEPA EA, and to address comments provided on the Draft and Final EA. It is assumed that the short form EA that is required will be limited to just the EA short form, will utilize information developed for the technical studies, and will not be prepared until the technical studies for the Pine Avenue Connector/Bridge project have been completed. The level of effort shown is estimated based on what is known at this time. If additional effort is required for USACE

involvement/activities then this will be communicated to the City and a scope of work and cost estimate for this additional effort will be provided before Consultant begins that work. In addition, if the borings need to move forward prior to approval of the technical studies and then preparation and approval of the EA/FONSI by USACE then this would be considered out of scope and a separate scope and cost for this effort will be provided to the City for approval prior to conducting this work.

Assumptions	▪ Borings will not need to conducted before the EA/FONSI can be prepared and approved after the technical studies have been approved for the Pine Avenue Connector/Bridge project. ▪ A full NEPA EA will not be required; only a short-form EA is assumed and included. ▪ USACE will provide two rounds of review comments before approving the Draft EA. ▪ USACE is responsible for circulating the Draft EA for public review. ▪ No detailed analyses or evaluations will be required beyond those included in the approved technical studies for the Pine Avenue Connector-Bridge project. ▪ Any notice publication, if required, would be coordinated by the Consultant and the publication would be placed and paid directly to the newspaper(s) by the City. ▪ No public meeting(s)/hearing(s) are assumed or included. ▪ No comments will be received on the publicly-circulated Draft EA that will require studies or analyses beyond those prepared for the proposed project as part of the approved technical studies and no updates to the previously prepared studies and analyses will be required. ▪ USACE will provide no more than two rounds of review comments on the final EA/FONSI before approving the final EA/FONSI.
Deliverables	▪ Draft and Final short form NEPA EA (electronic only)

4.2 Hydraulic / Hydrology Analysis

A Hydraulics/Hydrology Study shall be prepared summarizing the findings and proposed drainage improvements/impacts to the area. In addition, the Consultant shall identify potential storm water quality impacts and develop options to avoid, reduce, or minimize the potential for storm water quality impacts. The Consultant shall incorporate into its design Low Impact Development (LID) Best Management Practicesto mitigate any identified impacts. Drainage areas and total disturbed areas shall be defined, as will climatic conditions, existing drainage conditions, site permeability, soil texture, existing vegetation, and groundwater.

The Reservoir Operations of the USACE Los Angeles District is anticipated to require the preparation of a Hydraulic Impact Memorandum to demonstrate that the embankments and improved crossings will allow water to backflow in the reservoir without impediment. The legacy two-dimensional (2D) hydraulic model that was prepared and reviewed by ACOE Los Angeles District is not compatible with the newer versions of HEC-RAS and the integration of long span bridges. An updated hydraulic model needs to be built using the legacy model and the most recent model for the Euclid Avenue bridge.

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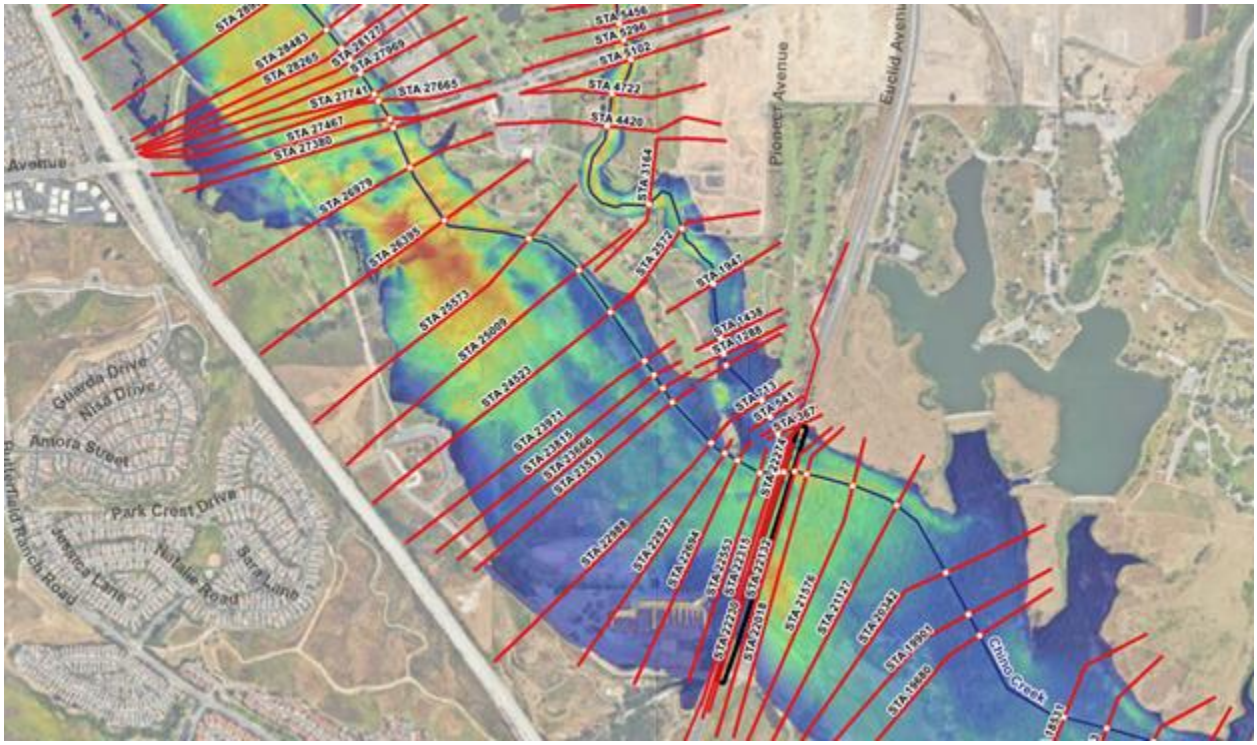
The proposed improvements are assumed not to impact the reservoir operations, including the federal project on the Santa Ana River Mainstream. The consultant shall prepare a two-dimensional (2D) hydraulic analysis to identify potential backwater and storage effects within the basin from 1,000 linear-feet downstream of the Euclid Ave bridge to the Chino Creek Levees. The 2D hydraulic analysis will also include the proposed improvements at Euclid Avenue for consistency. A one-dimensional (1D), steady-state, bed adjustment analysis shall be performed to determine if increased deposition or excessive scour will occur with the proposed design.

Coordination with the Hydraulic Group of ACOE Los Angeles District is anticipated to obtain consensus on the bridge geometry and support the issuance of the 408 Permit.



Consultant shall update the existing Location Hydraulic Study Report for review and approval by Caltrans. The update shall define the updated scope of work and alternatives of this new alignment versus the original 2018 alignment and identify mitigation alternatives to floodplain encroachment.

Assumptions	Advanced studies will focus on the preferred alignment selected by the City.
Deliverables	▪ Preliminary and Final Hydraulics / Hydrology Study ▪ Caltrans Local Hydraulic Study ▪ USACE – No Regional Adverse Impact Memorandum

4.3 Borrow Site(s) Studies

With a bridge design there should be limited soil import, but there will be some. A borrow site was identified from the previous Pine Avenue Connection project which is an attachment. Based on the 30% conceptual design, a certain number of cubic yards of soils will be required for the project. The extent of field investigation that will be required at each borrow site will depend on the amount of fill required.

The consultant will investigate borrow sites and perform laboratory testing to determine moisture density of the in-situ soils, expansion potential, corrosivity, gradation, Atterberg limits, and modified proctor. Data obtained from the field investigation and laboratory will be evaluated and recommendations will be developed regarding the suitability of the proposed borrow sites material for use as potential fill at some limited locations.

Consultant shall prepare an earthwork volume analysis and exhibit for potential roadway embankment to assess the volume of displacement within the Prado Dam inundation area and coordinate with the City of Chino, City of Chino Hills, OCFCD, USACE, SBCTA, & Caltrans on identifying appropriate borrow areas within the Prado Dam inundation limits to offset the resulting displacement. Earthwork volume analysis and exhibit of the proposed borrow areas will also be prepared by the consultant. Consultant shall assist in the process through OCFCD and USACE for approval of the proposed volume balance plan and permit issuance.

Assumptions	▪ This scope assumes that geotechnical data / lab testing obtained for the borrow site during the prior phase of the Project can be reused for this this phase. ▪ One (1) round of revisions to the Borrow Site Report is anticipated.
Deliverables	▪ Borrow Site Report ▪ Earthwork Volume Analysis ▪ Borrow Site Areas Exhibit ▪ Borrow Site Grading Plans

4.4 Water Quality Management Plan (WQMP)

Consultant shall prepare and submit for review a preliminary and final water quality management plan (WQMP) per State of California - Santa Ana Regional Water Quality Control Board guidelines. The WQMP will be per the Transportation Project BMP Guidance and Template, which includes site design Best Management Practices (BMPs) and Low Impact Development (LID) BMPs to the maximum extent practicable based on the EPA Green Streets Guidance. The P-WQMP will include a conceptual grading plan, preliminary drainage report, preliminary geotechnical report., include the owner's certification, a detailed narrative of BMP implementation, and responsibilities for maintenance and inspection.

The Final WQMP will build upon the approved P-WQMP, and the F-WQMP will require recording through the County Clerk-Recorder's Office.

Assumptions	The implementation of BMPs will be per the Transportation Project BMP Guidance and Template.
Deliverables	▪ Preliminary Water Quality Management Plan ▪ Final Water Quality Management Plan (Three (3) hardcopies and one (1) electronic (Adobe PDF))

SCOPE OF SERVICES

TASK 5 – ENVIRONMENTAL PERMITTING

Consultant shall determine whether the project will require a USACE Individual Permit, or a Nationwide Permit based on the project impacts which will be determined by the Consultant at the 90% Conceptual Design of the Project.

1. Pre-Application Consultation with Agencies

Consultant shall initiate contact with the concerned agencies (USACE, CDFW, and the Regional Water Quality Control Board) to provide preliminary project information, solicit concerns, potential mitigation options, and discuss the requirements and timing associated with the regulatory permits. All effort will be made to conduct the pre-application consultation at a project site meeting. However, depending upon resource agency staff workload and availability, such contact may consist of a virtual meeting and written communication. It is assumed that three (3) virtual meetings will be required.

2. Determination from the Consultant & Required Permits

Based on the determination by the Consultant, the specific permitting will be prepared for either the Nationwide or Individual Permit for the Project. The latest/current permits that will be prepared by the consultant based on their determination will include: Section 408 permissions for all modifications to the Congressionally authorized and constructed USACE project, Section 404 Permit Notification, Section 401 Water Quality Certification, CDFW Lake and Streambed Alteration Agreement, CDFW Section 2081 ITP, CWA 404(b)(1) Guidance Memorandum, Jurisdiction Delineation, draft Mitigation Plan, CRAM Memorandum, Phased Cultural Resources Reporting, Environmental Sensitive Area Action Plan/Monitoring & Discovery Plan, Finding and Effect and Phased Identification Plan, Tribal Consultation, and other potential documents necessary to secure permitting as determined by the consultant.

3. Coordination Processing

The resource agency notifications will be coordinated with USACE Los Angeles District, Santa Ana RWQCB (Region 8), and CDFW Inland Deserts Region (Region 6) throughout processing to ensure that any potential issues are made known to the project team and resolved at the earliest possible opportunity. Additionally, as the project area is within and immediately adjacent to USFWS designated critical habitat for LBVI and as LBVI are known to occur within the project area, coordination and consultation will be held with USFWS. Coordination may include telephone, e-mail, virtual meetings, or written correspondence, or in person meetings with the agencies.

It is assumed by the City that up to four rounds of reviews and comments will be required by the reviewing agencies. It will be the responsibility of the consultant to prepare the path moving forward during the 90% design phase of the Project. Please note a CEQA Notice of Determination will be required before the final Streambed Alteration Agreement and Water Quality Certification can be issued for the project.

4. Permit Application Fees

The City will be responsible for any fees associated with the permits.

Assumptions

- At the time of proposal submittal, it is assumed the project will require a Section 404 Nationwide Permit (NWP) #14 – Linear Transportation Projects and that the project will result in less than 0.5 acre of impacts. This assumes the project will not change its limits, proposed activities, etc., beyond those permitted under NWP #14.

	▪ Currently issued NWPs will expire on March 14, 2026.
Deliverables	Draft and Final applications/reports to secure the proper permits and permissions per the 90% Design Plan determined by the Consultant.

TASK 6 – PUBLIC OUTREACH

The Consultant shall coordinate all Pre-Design and Design-Phase Public Outreach efforts for the Project, which includes developing and implementing a public outreach plan. Public input will be an integral part of the Project, and the Consultant will oversee and direct outreach efforts and communications with a variety of audiences during this process, including residents, business owners, interest groups, neighborhood groups, and other stakeholders. Efforts may include developing and maintaining a project website, hosting community meetings, resident meetings, conducting community assessments, hosting design charrettes, and other related public outreach efforts.

Consultant shall develop a stakeholder list for contracting the public regarding meetings, and project updates. The Consultant will assist with scheduling and hosting public meetings both in Chino and Chino Hills, preparing and distributing notices, receiving and summarizing public comments, and distributing environmental documents during public review periods. The Project will require a CEQA Environmental Impact Report (EIR). The Consultant will assume participation in the following key EIR milestones:

a. Notice of Preparation
b. Scoping Meetings
c. Notice of Completion / Notice of Availability, and Public Circulation of Draft EIR and Final EIR
d. Public Hearing(s)
e. Final EIR/EA

All public outreach efforts for the environmental phase shall comply with CEQA/NEPA requirements.

The Consultant shall facilitate stakeholder/community engagement activities. Activities may include a combination of community "pop-up" events, in person surveys, and traditional workshops. Two standalone community workshops may be required depending on initial community feedback.

Consultant shall attend Infrastructure Committee Meetings, Planning Commission Meetings, and City Council Meetings. The consultant will develop key messaging and collateral, consistent with City branding, such as posters, postcards, flyers, social media, and survey questions, to solicit participation and input as part of the engagement process for the EIR.

Consultant shall develop and host a website for the project while working closely with the City of Chino Public Outreach team. The project may have a direct link from the City's homepage or a separate page from the City of Chino's website, and a separate domain name may be utilized.

Consultant shall prepare Fact Sheets and Frequently Asked Questions (FAQ) to include on the website, and for use at briefings, presentations, meeting and events. Materials shall be prepared in English, Spanish, and Mandarin. Multilingual translation at meetings and of collateral material to be provided by Consultant, and final translation to be approved by the City.

Final approval of material will be determined by the City of Chino. Collaboration will be required with

other agencies such as City of Chino Hills, Caltrans, USACE, and SBCTA. The Consultant will host a community meeting, along with City staff prior to construction to update the public on the design features, anticipated construction staging, and other elements. Consultant will work closely with the City team for a groundbreaking ceremony as the project begins.

Assumptions	▪ Costs for implementing the groundbreaking ceremony are not included in the proposed budget ▪ Electronic surveys (up to 2) will be conducted as part of existing notification campaigns ▪ Participate in up to 10 community engagement events (pop-ups) and up to two online surveys ▪ Support at City Council (12) and Committee Meetings (12) ▪ Conduct large engagement forums at major environmental/project milestones – up to 3 per round; 2 in-person, 1 virtual • Public scoping meetings • Community workshops • Public hearings • Final Design Open Houses
Deliverables	▪ Public Outreach Plan (draft and final) ▪ Stakeholder/contact database (with regular updates) ▪ Comment/inquiry log and engagement log ▪ Collateral materials (fact sheet, FAQ), trilingual (English, Spanish and Mandarin) ▪ Project website (develop/update) and social media content calendar ▪ Work plans for major environmental milestones (NOP, Draft EIR/S, Final EIR/S) and other major engagement campaigns (workshops and open houses) ▪ Multilingual materials and notifications (mail, e-blasts, print ads, social media) ▪ Video recordings of virtual meetings ▪ Outreach summary reports ▪ Outreach plan to support a future groundbreaking ceremony

SCOPE OF SERVICES

TASK 7 – TOPOGRAPHIC AND BOUNDARY SURVEYS

The Consultant shall conduct topographic and boundary surveys for all properties within the Project area. The boundary survey shall establish ties to the SR-71 and Pine Avenue Interchange right-of- way and nearest established survey boundary markers and shall include the elevations, the locations of all rights-of-way, utility and other easements, and other encumbrances, and building locations and setbacks from all property lines. The topographic survey shall identify and map the contours of the ground and existing features on the surface of the earth or slightly above or below the earth's surface (i.e. trees, buildings, streets, walkways, manholes, utility poles, retaining walls, etc.).

It should be noted that prevailing wages will apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage. Other considerations include:

1. All boundary line data shall include all distance, bearing, delta, and other necessary information for all properties within the Survey Area.
2. General building outlines and locations shall be depicted with building setbacks by bearing and distance from each major corner.
3. Properties which abut with SR-71 Interchange at Pine Avenue shall be properly identified, showing distance to the nearest known datum point along the right-of-way.
4. Surveys shall be plotted using AutoCAD (latest version) and provided in a .dwg file format readable by the City's Public Works Department's (PWD) AutoCAD system. Boundary 9 lines, grade elevations, rights of way, easements, contours, and building locations shall be in separate layers.
5. Surveys shall be completed in accordance with all requirements of the San Bernardino County Registrar-Recorder/County Clerk's Office, and suitable for recording. The City's preferred data projection and datum is the National Geodetic Vertical Datum of 1929 (NGVD29).
6. It is assumed that Caltrans "ABC" mapping requirements shall apply to this project. Consultant will notify agency if this is not a requirement which can be removed from the scope.

1. Review of Existing Plans, Studies, and Other Relevant Documentation

The Consultant, with assistance of the City, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right-of-way data, geotechnical reports, traffic analysis, environmental and biological studies, and any additional pertinent information for the Project to develop preliminary engineering. The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The City will provide copies of all records that are available at the City. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

2. Field Surveys

The Consultant shall review existing utilities and improvement plans and conduct a visual field survey to review and record existing conditions in the Project study area to identify any unusual or special conditions that may affect the Project design or construction. This shall include an inventory of existing

facilities, including but not limited to roadways, irrigation, USACE and flood control facilities, utilities, drainage, and existing land use including general land parcel information along the project corridor including City-owned, State-owned, USACE-owned, Chino Hills-owned, OCFCD-owned, and private land parcels in the Project area.

Assumptions	
Deliverables	▪ Documentation of pertinent information including photographs, mapping, schematics, field notes, as-built plans, and other required information ▪ Aerial Topography (CAD) ▪ Record Right of Way Base Map (Based on Record Data) (CAD and PDF) ▪ Field Cross Section Street Survey (CAD) ▪ Final Record of Survey Map (CAD and PDF)

TASK 8 – RIGHT OF WAY ENGINEERING / APPRAISALS AND ACQUISITIONS

To acquire all necessary property and easements needed for the project, including license agreements with USACE for use of their flood control right-of-way, and right-of-way certifications with Caltrans, the Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed to construct the proposed bridge. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff from public agencies and property owners in preparation of final right-of-way documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Specific tasks include:

1. The Consultant shall coordinate with USACE to finalize the easement or license agreements required to encroach, construct, and maintain the Project within USACE right-of-way.
2. The Consultant shall prepare legal descriptions and plats of all right-of-way acquisitions or easements needed for completion of the proposed improvements.
3. The Consultant shall appraise all properties where additional right-of-way or easements are required to construct the proposed improvements.
4. The Consultant shall negotiate with property owners to obtain additional right-of-way, easements, or "Right-of-Entry" agreements to construct the proposed improvements.
5. The Consultant shall process and record all agreements, deeds, easements, "Right-of-Entry", and other property-related documentation.
6. The Consultant shall coordinate with the City, Chino Hills, USACE, and Caltrans to establish a uniform operation and maintenance program for the Project.
7. The Consultant shall also be responsible for the timely preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with the right-of-way acquisition phase to secure any necessary right-of-way for the Project.
8. If required, the acquisition process shall be conducted in accordance with Caltrans procedures, the California Civil Code, and any applicable laws. Appraisals shall be conducted in conformance

with the Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Act requirements. Each appraisal shall include an independent formal appraisal review.

9. Consultant shall coordinate with the City on acquisition offer packages and negotiate in good faith to reach an acceptance of the offer. A condemnation action may be recommended should negotiations reach an impasse. Consultant assumes that no Resolutions of Necessity will be required for this project.

Assumptions	▪ Prepare Right-of-Way Data Sheets (Caltrans Exhibit 17-EX-21) for up to 2 build alternatives ▪ All files will be provided as one (1) electronic file (Adobe PDF) copy and one (1) electronic file copy in original file format ▪ Preparation of up to nine (9) appraisal reports ▪ Conduct up to nine (9) appraisal reviews ▪ Transmit up to nine (9) executed documents (Agreements and Deeds/Easements)
Deliverables	▪ Survey field notes ▪ Right-of-Way requirements mapping ▪ Right-of-Way data sheets ▪ Legal descriptions and plat maps for all acquisitions and necessary easements ▪ Right-of-Entry agreements ▪ Calculation sheets, research records, a record-of-survey, and all necessary exhibits to complete an authorization to proceed into ROW phase (E-76) ▪ Appraisal reports ▪ Appraisal reviews ▪ Agreements and Deeds/Easements

TASK 9 – UTILITY COORDINATION AND RELOCATION

The Consultant shall coordinate with all potentially affected utility companies within the Project limits to ensure that all existing facilities, both underground and overhead, are identified accurately during the final design phase. The Consultant shall coordinate efforts with these resource agencies, to the extent needed, to prepare the PS&E package.

The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, and sewer utilities have been identified within the Project limits. The Consultant shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations, if the relocation is not covered by a franchise agreement. The design for any utility relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the Project, the Consultant shall also be responsible for timely support of the City's preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with utility relocations.

Research should include both a field review/field work and review of available as-built drawings and encroachment permits for the Project area. The results of this review shall be a final database of utility records indicating type of utility, owner, drawing number, and other relevant information. Consultant shall

also prepare a final base utilities map of the Project area showing locations of all existing utilities including size and depth where applicable.

1. Utility Coordination: Develop a preliminary utility database/matrix and base map indicating any major utilities including national-trunk fiber-optic telecommunications, oil lines, and (reclaimed) water lines. The Consultant shall coordinate with all the affected utility companies and governmental agencies to obtain precise horizontal and vertical locations of their existing facilities. Said information shall be clearly shown and noted on the plans and taken into consideration for the final design for the project. The Consultant shall keep accurate records of all correspondence with affected utility companies and governmental agency representatives. During the 30% design and layout, utilities shall be identified which may require relocation or adjustments. The City anticipates impacts to an Edison tower located east of SR-71, SCE power poles along Pine Avenue, and SAWPA lines. Consultant shall prepare and send Relocation Letters to utility owners as necessary, coordinate and plan meetings with the utility owner, design team, and the City as needed to discuss the project design, the utility conflicts, and design relocation alternatives.

Consultant shall send Letters of Project Notification to request facility maps and system information including property rights for utilities and substructures. City shall provide list of utilities and contact information. Consultant shall plot existing facilities on a base map and determine conflicts and relocation options and any interim relocations that may be required during construction. Consultant shall submit grading, and improvement plans for affected utilities for their use in relocation design. Consultant shall identify easement impacts and required new easements, if any. Consultant shall coordinate to obtain final relocation plans and agreements.

The coordination by the consultant will include the relocation of 66Kv lines, 12 Kv lines, AT&T, CATV, SCG, and the SCE Transmission Tower. Consultant shall send Letters of Project Notification and request facility maps and system information including property rights. Consultant shall plot existing facilities on a base map to include all the necessary information. Consultant shall request engineering fees from the various utilities and coordinate payment for the City. Consultant shall meet with the appropriate real estate groups to discuss project and probable conflict with facilities and impacts to existing facilities. Consultant shall perform the necessary topographic survey to obtain elevation data as required by SCE to perform necessary sag calculations.

Consultant shall submit grading, and improvement plans to the various utility companies during the stages of design submittals to coordinate with the various utility teams and City for required/requested modifications.

2. Utility Location / Depth Verification: To significantly reduce the risk of loss of property, damage, and injury associated with contacting or cutting underground utilities, the Consultant shall perform utility excavations (methodologies include potholing or Electronic Depth Verification), to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. Dig Alert shall also be contacted to mark utility alignment in the field prior to any subsurface activity.

The Consultant shall identify all critical utilities (if any) that should be potholed or verified via Electronic Depth Verification (conductive/inductive locating). Potholing work shall be conducted by the Consultant, or coordinated through a licensed sub-consultant whose area of specialty is potholing utilities. The Consultant shall work with the City's Project Manager and individual utility owner(s) to identify which utility companies will conduct their own potholing activities.

The Consultant shall determine the precise horizontal and vertical location of each utility that is potholed. This list of required potholes and the schedule to commence work shall be coordinated with the individual utility owner(s) and shall be approved in advance by the City's Project Manager. Coordination and permits with USACE will also be required as part of the exploratory process. The Consultant shall notify the City at least 48 hours prior to potholing utilities and coordinate with USACE as necessary. Immediately after determining the precise location and depth of the utility, potholes shall be backfilled with non-shrink grout or an alternate material acceptable to the City's Public Works Department or USACE.

3. The Consultant shall coordinate with City and other public and private service providers regarding traffic control and staging of construction and other field work. The Consultant shall also coordinate and cooperate with the City and all affected utility companies for their design of utility and relocations, and possible undergrounding of overhead utilities. The Consultant shall incorporate design and approval timelines needed by utilities to ensure Project milestones are met. The Consultant or sub-consultant(s) shall provide all required traffic control measures during excavation work in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices. The Consultant shall submit a report listing all the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. The report shall list the impact on the current 30% design and later design phases for the Project and recommend any necessary changes to the design or utility. The Consultant shall indicate all utility work on the plans and in the specifications. The Consultant shall also provide copies of the plans and/or in digital format if requested by the utility companies.

4. Consultant shall provide plans and work closely with the City and SAWPA for the relocation of the SAWPA brine line if the proposed bridge columns impact the brine line. A Design survey will be necessary to identify the location of the brine line, manholes and inlets. Dipping of manholes will be required. Legal descriptions will be required and prepared by the consultant for new easements if deemed necessary. Consultant will assume 30%, 60%, 90%, and 100% designs to be submitted to SAWPA for their review along with an engineer's estimate, and technical specifications based on SAWPA recommendations. Consultant expects to attend meetings between the City and SAWPA.

Assumptions	If relocation of brine line is required, participate in up to eighteen (18) meetings between the City and SAWPA
Deliverables	▪ Final Utility Database and Base Map ▪ Electronic file (Adobe PDF) copy, and an electronic file copy in original file format shall be provided if different from PDF ▪ Approved and accepted Caltrans Exhibit 13-B (Right-of-Way Certification) or equivalent required Caltrans forms

SCOPE OF SERVICES

TASK 10 – 30% SUBMITTAL (PRELIMINARY ENGINEERING / CONCEPTUAL LAYOUTS)

Conceptual Design, Layout, and Cross Sections:

Based upon the project description and potential alignment, Consultant will prepare a conceptual design for the Bridge Design and connection improvements. Basic geometric treatments will be identified for all relevant street crossings, connections, and driveways to the Bridge Project. This conceptual design will be used to identify any environmental and utility impacts, and talking points with Caltrans, SBCTA, Chino Hills, IEUA, SAWPA, SCE, and the El Prado Golf Course. The conceptual design will be crucial to work the details with the El Prado Golf Course for specific grading, landscape designs, possible relocation of golf course amenities, and access to the golf course. Coordination with Chino Hills Staff, the community, USACE for the conceptual design, right-of-way easements or potential acquisitions, and plan reviews for Pine Avenue and the connections for Fairfield Ranch Road/Pomona Rincon Road, El Prado Road, and the El Prado Golf Course entrance will be crucial. Maintaining access for SCE and SAWPA will be important for their operations and maintenance of existing facilities in the area. Consultant shall provide concepts to keep viable options open for these utilities.

Consultant shall perform ground design topographic surveys including, edge of traveled way surveys, topographic surveys, topographic surveys of areas obscured to aerial photography, existing edge and join condition locations and existing drainage invert surveys. Coordination with Caltrans to acquire required encroachment permits for survey work at the Pine Avenue and SR-71 interchange and on SR-83 (Euclid Avenue) if relinquishment has not been finalized. Limits of survey include Pine Avenue from the intersection of SR-83 (Euclid Avenue) to the intersection of SR-71.

Preliminary Design and Cost Estimate:

Consultant shall prepare a Type Selection Report and preliminary design (30%) drawings for the Project. Design will conform to Caltrans Highway Design Manual for Bicycle Facilities, California Manual on Uniform Traffic Control Devices, and other requirements. Structural design elements shall consider requirements of relevant agencies. Consultant shall prepare a Project cost estimate based on the Project drawings and other investigations and studies, broken down by major cost elements for final design, right-of-way, construction, and construction management. Consideration should be given to unique construction staging requirements and requirements of outside agencies. Consultant shall prepare a base street geometric exhibit depicting the conceptual layout of the proposed roadway, proposed bridge structures, utilities and drainage facilities. Review the conceptual street geometric exhibit with the City of Chino, City of Chino Hills, SBCTA, and Caltrans and obtain approval of the proposed alignment prior to starting detailed design.

Consultant shall develop preliminary roadway plans and profiles, utilize truck turning templates to verify corner radii at existing and proposed intersections between SR-71 and SR-83 (Euclid Avenue), perform sight distance analysis for roadway horizontal and vertical alignments, work closely with Chino, Chino Hills, and SBCTA on the appropriate design speed for the bridge project, rough grading, drainage plans, hydrology and hydraulic analysis, proposed traffic signal and interconnect design, striping layouts, utility relocations, and lighting plans will all be considered during this phase of the conceptual design.

Consultant shall perform preliminary engineering to establish a project base drawing and to calculate required hydrology and hydraulic information. Limits include Pine Avenue from the intersection of SR-83 (Euclid Avenue) to the intersection of SR-71. Consultant shall collect existing data as available to aid in the development of the base maps. Data collection will include as-builts of Pine Avenue, SR-71, and SR-

83 (Euclid Avenue), related reports and mitigation reports previously prepared for the original project.

Rendering:

Consultant shall prepare rendering of the Project to share with stakeholders and the community.

Assumptions	It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps is not included as part of this scope.
Deliverables	▪ Type Selection Report ▪ 30% Design Drawings (i.e. General Plan and Foundation Plan) ▪ Exhibits of the proposed concepts ▪ Preliminary cost estimate

TASK 11 – 60% SUBMITTAL (PLANS AND COST ESTIMATES – P&E)

Based on the work from the previous 30% preliminary engineering phase, and upon review and approval of the same by the City, the Consultant shall prepare and submit 60% design plans and updated cost estimates (value engineered) to produce refined estimates of probable construction costs for all segments of the proposed Project.

On all federal-aid construction projects, current regulations require that steel and iron used be made in the United States. All foreign steel and iron materials are covered by the "Buy America" provision regardless of percentage of steel in the manufactured product.

All required permit documents shall be close to completion and submitted or coordinated by this stage of the design. The Consultant shall assist the City to prepare and obtain all necessary regulatory permits required for construction, i.e., Notice of Intent for State Water Quality Control Board compliance, etc.

As part of the 60% design submittal to the City, the Consultant shall schedule a PDT meeting to present the draft 60% design to Project stakeholders for review and comments. After the Consultant receives comments from the stakeholders (PDT) on the 60% design submittal, the Consultant shall respond to comments initially (within two weeks of receiving them) and incorporate comments as part of the 90% submittal.

Consultant shall prepare 60% Roadway, Drainage, Traffic, Miscellaneous Plans, Special Provisions, the Engineer's Estimate and reports for review by the Cities, SBCTA, Caltrans, and USACE. The title sheet for specifications and reports, and each sheet of plans, will bear the professional seal, signature, certificate number, registration classification, expiration date of the certificate of the professional engineer responsible for their preparation. The approved PS&E package will include the following drawings and documents:

- Title Sheet
- Typical Sections/General Notes
- Key Map Index Sheet
- Roadway Plan/Profile Sheets
- Survey Sheets
- Construction Details Sheets
- Storm Drain Plan/Profile Sheets
- Grading Plan Sheets

- Bridge Structural Sheets
- Utility Sheets
- Traffic Signal and Interconnect Sheets
- Street Lighting Sheets
- Signing and Striping Sheets
- Landscape Plans
- Irrigation Plans
- Special Provisions
- Preliminary Engineer's Estimate
- Water Quality Management Plan
- Erosion Control Plan
- Construction Schedule

Assumptions	▪ It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps is not included as part of this scope. ▪ All copies of the drawings will be electronic files (Adobe PDF) copies ▪ All other documents will be electronic files (Adobe PDF) and one (1) electronic file copy in original file format ▪ The City of Chino and the City of Chino Hills are assumed to be the members of the PDT who will comment on the design submittals. This scope assumes that Caltrans and SBCTA will not provide formal comments on design submittals.
Deliverables	▪ Response matrix addressing comments from the 30% design submittal ▪ 60% Design Drawings ▪ 60% Engineer's Estimate ▪ Special Provisions ▪ Water Quality Management Plan ▪ Erosion Control Plan ▪ Construction Schedule

TASK 12 – 90% SUBMITTAL (PLANS, SPECIFICATIONS, AND COST ESTIMATE – PS&E)

The Consultant shall address all relevant items in the Local Assistance Procedures Manual (LAPM) and adhere to all federal, state, and local requirements, regulations, guidelines, and standards for the PS&E package.

After the Consultant receives comments from the stakeholders (PDT) on the 90% design submittal, the Consultant shall provide comment responses and incorporate changes as part of the 100% submittal.

Assumptions	▪ It is assumed that the traffic signal at SR-71 and Pine Avenue southbound ramps are not included as part of this scope. ▪ All copies of the drawings will be electronic files (Adobe PDF) copies

	▪ All other documents will be electronic files (Adobe PDF) and one (1) electronic file copy in original file format
Deliverables	▪ Response matrix addressing comments from the 60% design submittal ▪ 90% Design Drawings ▪ 90% Engineer's Estimate ▪ Special Provisions ▪ Water Quality Management Plan ▪ Erosion Control Plan ▪ Construction Schedule

TASK 13 – 100% SUBMITTAL (PS&E PACKAGE)

Once the City receives the final 90% design submittal, the Consultant shall schedule a meeting with the City (and PDT members to review the revisions on the final 90% design submittal package). Following this review session(s), the Consultant shall prepare the 100% PS&E Package.

The Consultant shall comply with Chapter 12 of the latest Caltrans Local Assistance Procedures Manual (LAPM), including timely support of the City's preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with construction.

The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. An independent set of structural calculations will be required. All exhibits, plans, and reports should be checked, corrected, and backchecked for accuracy and completeness.

The PS&E must be certified prior to submission to Caltrans. The Consultant shall assist the City in certifying the Project PS&E for compliance with all applicable federal and state regulations and procedures. A preliminary "PS&E Checklist" form, included as Exhibit 12-D in Chapter 12 (Plans, Specifications and Estimate) of Caltrans' Local Assistance Procedures Manual, which summarizes the items requiring local agency compliance and identifies critical federal requirements shall be prepared by the Consultant. With prior approval and consent from the City, the Consultant shall prepare the final Project PS&E Certification Checklist, PS&E Certification Letter (Exhibit 12-C, LAPM Chapter 12), and preliminary estimate to be submitted to the Caltrans District Local Assistance Engineer (DLAE) along with a completed E-76 - "Request for Authorization" to proceed with construction. The PS&E Certification shall be signed by the design engineer responsible for the Project.

The Consultant shall prepare biddable construction plans, specifications, and assist the City in preparing bid documents for the Project. The plans shall be completed in accordance with Caltrans standards and regulations; "front end" bid documents shall conform to the Greenbook Specifications, latest version and other requirements of the City.

The Consultant shall prepare a construction schedule, to determine the contract time to be included in the Bidders' proposals. The construction schedule shall provide estimates of all standard construction tasks, and shall include as a minimum, a task for each bid item in the cost estimate.

The schedule shall also consider lead times for long-lead equipment, such as signal poles, light poles, electric equipment, irrigation equipment, etc.

In preparing the construction schedule, the Consultant shall ensure that mitigation measures presented as commitments in the environmental documents (Natural Environment Study and Biological Assessment) are considered and incorporated into the schedule.

The City of Chino has established a tentative 2-year schedule to complete the design work described in this RFP. As part of the response to this RFP, the Consultant shall propose a realistic, justifiable schedule to complete the above work in a reliable and cost-effective manner.

Assumptions	▪ It is assumed that a traffic signal at SR-71 & Pine Avenue SB ramps is not included as part of this scope. ▪ Up to three (3) copies of the Engineer's Estimate and Specifications will be provided
Deliverables	▪ Response matrix addressing comments from the 90% design submittal ▪ 100% Design Drawings ▪ 100% Specifications ▪ 100% Engineer's Estimate ▪ Special Provisions ▪ LAPM documents and exhibits necessary for submittal to Caltrans

TASK 14 – CALTRANS LOCAL ASSISTANCE PROCESSING

Consultant shall prepare the "Request for Authorization to Proceed" packages and all required support documentation pursuant to Caltrans Local Assistance Manual to obtain the "E-76" to proceed with right-of- way, utility relocation and Construction. Consultant will prepare Request for Authorization for R/W Task 13.2, prepare Right-of-Way Certification, prepare Request for Authorization for Utility Relocations, prepare Notice to Owner and Report of Investigation, coordinate Utility Agreements, Field Review Form, and prepare Request to Proceed with Construction Package (RPC).

Transportation Management Plan (TMP):

A Transportation Management Plan (TMP) is required for all federal-aid construction projects. The TMP needs to include a Temporary Traffic Control (TTC) Plan that addresses traffic safety and control in the work zone. It consists of strategies to manage the work zone impacts of a Project. The TMP scope, content, and degree of detail may vary based upon the local agency's work zone policy, and an understanding of the expected work zone impacts of the Project.

The Consultant shall develop the TMP in sustained consultation with stakeholders (e.g., other transportation agencies, railroad agencies/operators, transit providers, freight movers, utility suppliers, police, fire, emergency medical services, school, business communities, and regional transportation management centers).

Temporary Traffic Control (TTC) Plan:

The Temporary Traffic Control (TTC) Plan shall describe the measures to be used to facilitate road users through a work zone, an incident area, or other event that temporarily disrupts normal road user flow.

The TTC Plan shall be consistent with the provisions of the California Manual on Uniform Traffic Control Device (CAMUTCD) and with the work zone hardware recommendations in the AASHTO Roadside Design Guide.

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In developing and implementing the TTC Plan, the pre-existing roadside safety hardware shall be maintained at an equivalent or better level than what existed, prior to Project implementation. The scope of TTC Plan shall be determined by the Project characteristics and the traffic safety and control requirements identified by the City for the Project. The TTC Plan shall be either referenced to specific TTC elements in the CAMUTCD, approved standard TTC Plans, the California State Transportation TTC Manual, or to be designed specifically for the Project.

Assumptions	
Deliverables	▪ TTC Plans ▪ Draft TMP report for the 60% submittal, 90% submittal and Final TMP report for 100% submittal.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Federal Provisions shall be incorporated into the Agreement as set forth in Articles IX, XV, XVI, XVIII, XXIX, XXX, XXXI, and XXXII of the Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE, as follows:

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by City's Director of Finance.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by City's Director of Finance of unresolved audit issues. The request for review will be submitted in writing. ***At the Director of Finance's discretion, recommendations to the CONSULTANT to address the audit findings shall be provided in writing. Thereafter, CONSULTANT shall make appropriate changes to address findings and recommendations.***

C. Neither the pendency of a dispute nor its consideration by City will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by City Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by City at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the City Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or

audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will

apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
   2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
   3. Does not have a proposed debarment pending; and
   4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Effective October 3, 2025, all DBE goal requirements are suspended pursuant to the U.S. Department of Transportation's issued Interim Final Rule.

~~Consultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (**GFE**) to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (**CUCP**) database and possesses the most specific available North American Industry Classification System (**NAICS**) codes and work code applicable to the type~~

of work the firm will perform on the contract. Additionally, Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

• 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

• 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

• Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultant who enter into a federally-funded agreement will assist City in a good faith effort to achieve California's statewide overall DBE goal.

The goal for DBE participation for this Agreement is_____%.

Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet this Agreement's goal, or by documenting adequate good faith efforts to meet this Agreement's goal. An adequate good faith effort means that Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, Consultant will complete and submit "Proposer/Consultant Good Faith Efforts" to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Consultant from future bidding as non-responsible.

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant obtains City's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from City. Unless the City's prior written consent is provided, Consultant shall not be entitled to any payment for work

or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subconsultants

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from City:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.

3. Work requires a consultant's license and listed DBE does not have a valid license under Consultants License Law, or is not properly registered with the California Department of Industrial Relations as a public works consultant.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the contract.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.

11. City determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, Consultant must use the following procedures:

1. Send a written notice to the DBE of Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both Consultant and City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.

3. Submit Consultant's DBE termination request by written letter to City and include:

• One or more above listed justifiable reasons along with supporting documentation;

• Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice; and

• The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect. The Agency shall respond in writing to Consultant's DBE termination request within 5 business days.

City shall respond in writing to Consultant's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving City's written authorization of DBE termination request, Consultant must obtain City's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to City which must include:

a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

• Description of scope of work and cost proposal

• Proposed subcontract agreement and written confirmation of agreement to perform on the Contract

• Revised Consultant Contract DBE Commitment

2. If Consultant has not identified a DBE replacement firm, submit documentation of the Consultant's GFEs to use DBE replacement firms within 7 days of City's authorization to terminate the DBE. Consultant may request City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

~~• Search results of certified DBEs available to perform the original DBE work identified and/or other work Consultant had intended to self-perform, to the extent needed to meet the DBE commitment~~

~~• Solicitations of DBEs for performance of work identified~~

~~• Correspondence with interested DBEs that may have included contract details and requirements~~

~~• Negotiation efforts with DBEs that reflect why an agreement was not reached~~

~~• If a DBE's quote was rejected, provide Consultant's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~

~~• Copies of each DBE's and non-DBE's price quotes for work identified, as City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~

~~• Additional documentation that supports the GFE~~

~~City shall respond in writing to Consultant's DBE replacement request within five (5) business days. Consultant must submit a revised Subcontracting Request form if the replacement plan is authorized by City. City shall request Consultant to:~~

~~1. Notify City's Project Manager of any changes to its anticipated DBE participation~~

~~2. Provide this notification before starting the affected work~~

~~3. Maintain records including:~~

~~• Name and business address of each 1st -tier subconsultant~~

~~• Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier~~

~~• Date of payment and total amount paid to each business (Monthly Disadvantaged Business Enterprise Payment)~~

~~If Consultant is a DBE Consultant, it shall include the date of work performed by its own forces and the corresponding value of the work.~~

~~DBEs must perform a commercially useful function (**CUF**) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.~~

~~Consultant must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.~~

~~Consultant must provide written notification to City at least 15 days in advance of each DBE's initial performance of work or supplying materials for this Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.~~

~~Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, Consultant shall submit to City the initial evaluation and validation of DBE performance of a CUF using the Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:~~

- ~~Subcontract agreement with the DBE~~
- ~~Purchase orders~~
- ~~Bills of lading~~
- ~~Invoices~~
- ~~Proof of payment~~

~~Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the DBE Commercially Useful Function Evaluation. Consultant must submit to City these quarterly evaluations and validations by the 5th of the month for the previous three months of work.~~

~~Consultant must notify City immediately if they believe the DBE may not be performing a CUF.~~

~~City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. City must evaluate DBEs and their CUF performance throughout the duration of a contract. City will provide written notice to Consultant and the DBE at least two (2) business days prior to any evaluation. Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, City must share the evaluation results with Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If City determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.~~

~~Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of City's request such as:~~

- ~~Proof of ownership or lease and rental agreements for equipment~~
- ~~Tax records~~
- ~~Employee rosters~~
- ~~Certified payroll records~~
- ~~Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE. If Consultant and/or City determine that a listed DBE is not performing a CUF in~~

performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask Consultant to submit a corrective action plan (**CAP**) to City within five (5) days of the noncompliant CUF determination. The CAP must identify how Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the CAP in conjunction with Consultant's review. Consultant must implement the CAP within five (5) days of City's approval. City will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.

Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If Consultant is a DBE Consultant, it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.

If a DBE subconsultant is decertified during the term of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the term of this Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Project Manager within thirty (30) calendar days.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by City. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

1. The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The City must return any payment request deemed improper by the City to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX A-E REFERENCED IN EXHIBIT "E" OF THIS AGREEMENT.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

The Biggs Cardosa Team's total proposed not-to-exceed fee to deliver the Scope of Services is $6,964,986.99

Task	Description	Totals
1	Project Management & Administration	$349,686.44
2	Traffic Analysis & Preliminary Traffic Signal Design	$183,696.46
3	Environmental Documentation	$1,534,082.79
4	Supporting Studies	$693,352.26
5	Environmental Permitting	$339,724.23
6	Public Outreach	$349,314.14
7	Topographic & Boundary Surveys	$74,141.36
8	Right of Way Engineering / Appraisals & Acquisitions	$234,526.72
9	Utility Coordination & Relocation	$133,634.96
10	30% Submittal (Preliminary Engineering)	$290,623.61
11	60% Submittal (Plans and Cost Estimates – P&E)	$1,193,939.90
12	90% Submittal (Plans, Specifications & Estimates – PS&E)	$644,821.24
13	100% Submittal (PS&E Package)	$157,239.77
14	Caltrans Local Assistance Processing	$248,157.79
	Other Direct Costs (ODCs)	$538,045.32
	Total Not-To-Exceed Fee:	$6,964,986.99

Pine Avenue Connector / Bridge

Fee Summary

Task	Description	Biggs Cardosa Associates	Arellano Associates	Earth Mechanics, Inc.	EXP	Fehr & Peers	ICF	MNS Engineers	Monument	Q3 Consulting	RVA	Totals
1	Project Management & Administration	$153,696.72	$51,118.04	$0.00	$5,178.42	$28,221.77	$0.00	$34,524.93	$13,203.96	$15,710.20	$48,032.40	$349,686.44
2	Traffic Analysis & Preliminary Traffic Signal Design	$20,862.53	$0.00	$0.00	$0.00	$162,833.93	$0.00	$0.00	$0.00	$0.00	$0.00	$183,696.46
3	Environmental Documentation	$121,419.46	$0.00	$0.00	$0.00	$0.00	$1,122,103.07	$0.00	$0.00	$0.00	$290,560.26	$1,534,082.79
4	Supporting Studies	$28,917.14	$0.00	$312,184.46	$0.00	$0.00	$159,885.64	$10,887.86	$0.00	$181,477.16	$0.00	$693,352.26
5	Environmental Permitting	$63,772.56	$0.00	$0.00	$0.00	$0.00	$9,642.65	$0.00	$0.00	$0.00	$266,309.02	$339,724.23
6	Public Outreach	$44,721.15	$294,698.46	$0.00	$0.00	$0.00	$0.00	$9,894.53	$0.00	$0.00	$0.00	$349,314.14
7	Topographic & Boundary Surveys	$11,743.34	$0.00	$0.00	$0.00	$0.00	$0.00	$62,398.02	$0.00	$0.00	$0.00	$74,141.36
8	Right of Way Engineering / Appraisals & Acquisitions	$33,299.43	$0.00	$0.00	$0.00	$0.00	$0.00	$123,691.84	$77,535.45	$0.00	$0.00	$234,526.72
9	Utility Coordination & Relocation	$62,176.58	$0.00	$0.00	$0.00	$0.00	$0.00	$8,679.66	$62,778.72	$0.00	$0.00	$133,634.96
10	30% Submittal (Preliminary Engineering)	$188,563.73	$0.00	$0.00	$21,309.43	$0.00	$0.00	$74,522.39	$6,228.06	$0.00	$0.00	$290,623.61
11	60% Submittal (Plans and Cost Estimates - P&E)	$769,508.05	$0.00	$0.00	$0.00	$0.00	$0.00	$424,431.85	$0.00	$0.00	$0.00	$1,193,939.90
12	90% Submittal (Plans, Specifications & Estimates - PS&E)	$310,655.85	$0.00	$0.00	$0.00	$0.00	$0.00	$329,643.09	$4,522.30	$0.00	$0.00	$644,821.24
13	100% Submittal (PS&E Package)	$92,056.77	$0.00	$0.00	$0.00	$0.00	$0.00	$60,660.70	$4,522.30	$0.00	$0.00	$157,239.77
14	Caltrans Local Assistance Processing	$66,769.02	$0.00	$0.00	$73,891.60	$94,238.12	$0.00	$6,964.56	$6,294.49	$0.00	$0.00	$248,157.79
	Other Direct Costs (ODCs)	$600.00	$73,850.00	$187,300.00	$100.00	$19,390.00	$59,913.10	$89,490.00	$104,614.72	$1,100.00	$1,687.50	$538,045.32
	Totals	$1,968,762.33	$419,666.50	$499,484.46	$100,479.45	$304,683.82	$1,351,544.46	$1,235,789.43	$279,700.00	$198,287.36	$606,589.18	$6,964,986.99

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

		Eric Pheifer*	John Leimberger*												
	Task	PIC / PM	Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator	**Total Hours**	**Budget Per Task**
Task 1	**Project Management**													**658**	**$153,697**
1.1	Project Kick-Off Meeting	4	4						8				4	20	$4,398
1.2	PDT Meetings	40	80				24		40				90	274	$64,156
1.3	Project Schedule	4	8	8			16						40	76	$18,435
1.4	Monthly Progress Reports	12											24	36	$10,053
1.5	Cost Accounting	4	2				16						24	46	$10,820
1.6	Quality Assurance / Quality Control	2	4	16	24				40				40	126	$27,949
1.7	Submittal of Project Deliverables and Formats														$0
1.8	Project Management Plan	4	8		4		8		16				40	80	$17,886
Task 2	**Traffic Analysis & Traffic Signal Design**													**90**	**$20,863**
2.1	Meetings	6	24											30	$7,418
2.2	Collect / Compile Traffic Data		2											2	$446
2.3	Traffic Forecast Study	1	2											3	$790
2.4	Traffic Analysis	2	4			8								14	$3,391
2.5	Technical Report	1	8											9	$2,129
2.6	Vehicle Miles Traveled (VMT) Analysis	2	4											6	$1,580
2.7	Traffic Signal Plans	2	8					16						26	$5,107
Task 3	**Environmental Documentation**													**530**	**$121,419**
3.1	Environmental Meetings / Project Management	16	40											56	$14,425
3.2	Preliminary Environmental Study	2	4		8		20							34	$7,459
3.3	Scoping	8	24				24	40						96	$19,296
3.4	Technical Studies	40	80											120	$31,599
3.15	Environmental Document	16	60				80							156	$34,236
3.16	Final Environmental Document	4	24				40							68	$14,404
Task 4	**Supporting Studies**													**142**	**$28,917**
4.1	Geotechnical Investigations	1	4			8	16							29	$6,117
4.2	Hydraulic / Hydrology Analysis	2	4				8							14	$3,115
4.3	Borrow Site(s) Studies	8	16						24		40			88	$16,870
4.4	Phase I Environmental Site Assessment (ESA)	2	4											6	$1,580
4.5	Water Quality Management Plan (WQMP)	1	4											5	$1,236
Task 5	**Environmental Permitting**													**315**	**$63,773**
5.1	Section 400/1600 Permits (Design Phase Activities)	2	8					16			40			66	$12,229
5.2	Section 401 (RWQCB) Permit	1	4											5	$1,236
5.3	Section 404 (USACE) Permit	2	8				16							26	$5,542
5.4	Section 408 / Outgrant (USACE)	24	40				40	80			24			208	$42,292
5.5	Section 1602 (CDFW) Permit	2	8											10	$2,473

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

	Task	Eric Pheifer* PIC / PM	John Leimberger* Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator	Total Hours	Budget Per Task
Task 6	**Public Outreach**													**233**	**$44,721**
6.1	Notice of Preparation	2	4											6	$1,580
6.2	Scoping Meetings	4	8											12	$3,160
6.3	Notice of Completion / Notice of Availability	2	4											6	$1,580
6.4	Public Hearings	4	8				24	16			40	80		172	$29,131
6.5	Stakeholder / Community Engagement Activities	8	16											24	$6,320
6.6	Collateral Material (FAQ, Fact Sheet)	2	4											6	$1,580
6.7	Project Website	1	2									4		7	$1,371
Task 7	**Topographic & Boundary Surveys**													**68**	**$11,743**
7.1	Aerial Survey Base Map		4						8					12	$2,036
7.2	Field Survey Base Map		8				16		24		8			56	$9,708
Task 8	**Right of Way Engineering / Appraisals & Acquisitions**													**162**	**$33,299**
8.1	Title Reports	4												4	$1,374
8.2	Right of Way Base Map	2	8					16						26	$5,107
8.3	Appraisals	4	8					40			60			112	$20,429
8.4	Acquisition Services	16	4											20	$6,389
Task 9	**Utility Coordination & Relocation**													**277**	**$62,177**
9.1	Utility Notifications	4	8											12	$3,160
9.2	Utility Base Map	2	4				16				40			62	$11,771
9.3	Utility Conflict Matrix	1	2		4									7	$1,811
9.4	Utility Coordination	16	120											136	$32,283
9.5	SAWPA Brine Line Design	4	40								16			60	$13,152
Task 10	**30% Submittal (Preliminary Engineering / Conceptual Layouts)**													**1,113**	**$188,564**
10.1	Basis of Design Memo	2	4	8			16							30	$6,970
10.2	Roadway Plan, Profile, and Typical Sections	2	8											10	$2,473
10.3	Bridge General Plan & Foundation Plan	8	24	24			16	40	180	120	180			592	$97,246
10.4	Structure Type Selection Report	4	24		16	8	24	40						116	$23,818
10.5	Preliminary Cost Estimates	1	2			4	16							23	$4,765
10.6	Renderings	2	4					16			80	240		342	$53,292
Task 11	**60% Submittal (Plans & Cost Estimates)**													**4,424**	**$769,508**
11.1	Plans	40	120	24	60	80	120	240	360	240	720			2,004	$352,595
11.2	Calculations	12	60	80	120	160	240	360	960	120			40	2,152	$374,688
11.3	Cost Estimates	4	16	8	16		24	40		160				268	$42,225
Task 12	**90% Submittal (Plans, Specifications & Cost Estimates)**													**1,602**	**$310,656**
12.1	Plans	8	40	24	40	24	40	60	120	40	360			756	$137,996
12.2	Calculations	2	40	24	24	40	80	120	180					510	$92,582
12.3	Independent Check of Structures (Coordination w/Independent Check Team)	2	16	40										58	$15,865
12.4	Specifications	8	16	40	80								24	168	$44,285
12.5	Cost Estimates	2	4	8	16		16	24		40				110	$19,928

Pine Avenue Connector / Bridge Project

Biggs Cardosa Associates, Inc.

	Task	Eric Pheifer* PIC / PM	John Leimberger* Structures Manager	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. Computer Drafter	BIM/Visualization Specialist	Project Administrator	Total Hours	Budget Per Task
Task 13	**100% Submittal (Plans, Specifications & Cost Estimates)**													**501**	**$92,057**
13.1	Plans	2	8				16	24	80		120			250	$42,286
13.2	Calculations		4	8	16			40						68	$13,886
13.2	Specifications	4	8	16										28	$7,802
13.3	Cost Estimates	1	2	4	8		8	16		24				63	$11,115
13.4	Issued for Bid Package	8	16				4	8	40		16			92	$16,967
Task 14	**Caltrans Local Assistance Processing**													**306**	**$66,769**
14.1	LAPM Field Review	2	8				16	24						50	$9,494
14.2	Request for Authorization (E-76) for Right of Way	2	24											26	$6,044
14.3	Request for Authorization (E-76) for Construction	4	40			80					24			148	$32,686
14.4	Right of Way Certification	2	80											82	$18,545
	Subtotal Hours	**413**	**1,310**	**332**	**436**	**412**	**1,000**	**1,276**	**2,080**	**744**	**1,768**	**324**	**326**	**10,421**	
	Direct Rate / Actual Hourly Rate	**$107.88**	**$70.10**	**$91.12**	**$80.19**	**$71.09**	**$60.24**	**$51.71**	**$44.86**	**$38.63**	**$55.91**	**$45.58**	**$77.60**		
	Indirect Rate	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**	**159.79%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**	**11.43%**		
	Fully Burdened Hourly Rate	**$343.53**	**$223.22**	**$290.16**	**$255.35**	**$226.37**	**$191.82**	**$164.66**	**$142.85**	**$123.01**	**$178.04**	**$145.14**	**$247.10**		
	Subtotal Budget	**$141,877**	**$292,421**	**$96,332**	**$111,334**	**$93,266**	**$191,825**	**$210,109**	**$297,127**	**$91,520**	**$314,769**	**$47,026**	**$80,556**		**$1,968,162**
	Other Direct Costs (ODC)														
	Mileage	$350													$350
	Reproduction	$250													$250
	TOTALS														**$1,968,762**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Arellano Associates

	Task	Edgar Gutierrez Principal-In-Charge	Jason Jackson Project Manager	Aja Stansell Deputy Project Mngr	Kyle Santiago Creative Lead	Project Coordinator	Assistant Project Coord	Total Hours	Budget Per Task
Task 1	**Project Management**							**345**	**$51,118**
1.1	Project Kick-Off Meeting	5	5	5				15	$2,870
1.2	PDT Meetings (up to 30)	20	30	40				90	$16,301
1.4	Monthly Progress Reports (up to 30)		15	25				40	$6,465
1.7	Submittal of Project Deliverables and Formats	15	20	40	15	40	70	200	$25,482
Task 6	**Public Outreach**							**2,225**	**$294,698**
6.1	Notice of Preparation	5	10	20	5	30	30	100	$12,386
6.2	Scoping Meetings	10	25	50	5	60	75	225	$27,530
6.3	Notice of Completion / Notice of Availability	5	10	20	5	30	30	100	$12,386
6.4	Public Hearings	10	25	50	5	60	75	225	$27,530
6.5	Stakeholder / Community Engagement Activities	120	180	250	75	350	325	1,300	$174,086
6.6	Collateral Material (FAQ, Fact Sheet)	5	15	40	25	40		125	$18,335
6.7	Project Website	5	15	40	50	40		150	$22,445
	Subtotal Hours	**200**	**350**	**580**	**185**	**650**	**605**	**2,570**	
	Direct Rate / Actual Hourly Rate	**$88.00**	**$63.00**	**$55.00**	**$59.00**	**$38.00**	**$28.00**		
	Indirect Rate	**139.94%**	**139.94%**	**139.94%**	**139.94%**	**139.94%**	**139.94%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**		
	Fully Burdened Hourly Rate	**$245.21**	**$175.55**	**$153.26**	**$164.40**	**$105.89**	**$78.02**		
	Subtotal Budget	**$49,042**	**$61,442**	**$88,889**	**$30,414**	**$68,826**	**$47,203**		**$345,816**
	Other Direct Costs (ODC)								
	Public Notice Printing and Delivery (amount not to exceed)	$16,000							$16,000
	Printing (up to 50x boards)	$9,000							$9,000
	General Printing (fact sheet, flyers, posters, etc.)	$6,000							$6,000
	Online Communication Tools (web hosting, survey, helpline, etc.)	$1,500							$1,500
	Advertisements	$10,000							$10,000
	Translation (Spanish and Mandarin)	$6,000							$6,000
	Language Interpretation (Spanish and Mandarin)	$12,000							$12,000
	Court Reporters	$12,000							$12,000
	Event Registration Fees (assumes cities will waive event fees)	$0							$0
	Misc. Supplies, Refreshments & Participation Incentives	$1,000							$1,000
	Mileage/Parking	$350							$350
	Venue fees for in-person mtgs. (assumes no-cost at city facilities)	$0							$0
	TOTALS								**$419,666**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Earth Mechanics, Inc.

	Task	Alahesh Thurairajah* Principal	Sr. Principal Engineer / Geologist	Principal Engineer / Geologist	Senior Engineer / Geologist	Sr. Project Engineer / Geologist	Project Engineer / Geologist	Sr. Staff Engineer / Geologist	Staff Engineer / Geologist	Senior Technician	Technician	Total Hours	Budget Per Task
Task 4	**Supporting Studies**											**1,620**	**$312,184**
4.1	Geotechnical Investigations	100	40	100	200	220	180	180	180	300	120	1,620	$312,184
	Subtotal Hours	**100**	**40**	**100**	**200**	**220**	**180**	**180**	**180**	**300**	**120**	**1,620**	
	Direct Rate / Actual Hourly Rate	**$105.70**	**$105.60**	**$80.60**	**$71.80**	**$60.70**	**$60.30**	**$53.40**	**$41.80**	**$54.10**	**$30.20**		
	Indirect Rate	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**	**167.89%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**	**7.65%**		
	Fully Burdened Hourly Rate	**$335.30**	**$334.99**	**$255.68**	**$227.77**	**$192.55**	**$191.28**	**$169.40**	**$132.60**	**$171.62**	**$95.80**		
	Subtotal Budget	**$33,530**	**$13,399**	**$25,568**	**$45,553**	**$42,362**	**$34,431**	**$30,491**	**$23,868**	**$51,485**	**$11,496**		**$312,184**
	Other Direct Costs (ODC)												
	Drill Rig Rental	$150,000											$150,000
	Traffic Control	$2,000											$2,000
	Well Permits	$8,000											$8,000
	Soil Cutting Contaminants Testing	$5,200											$5,200
	Soil Cuttings (drums) Disposal	$20,000											$20,000
	Mileage	$2,100											$2,100
	TOTALS												**$499,484**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

EXP

	Task	Syed Raza Caltrans Coordinator	Luis Betancourt Design Manager	Lismary Gavillan FHWA Coordinator	Andrew Osaki Project Engineer	Total Hours	Budget Per Task
Task 1	**Project Management**					**13**	**$5,178**
1.1	Project Kick-Off Meeting	4				4	$1,593
1.2	PDT Meetings	9				9	$3,585
Task 10	**30% Submittal (Preliminary Engineering / Conceptual Layouts)**					**72**	**$21,309**
10.2	Roadway Plan, Profile, and Typical Sections	8	24		40	72	$21,309
Task 14	**Caltrans Local Assistance Processing**					**216**	**$73,892**
14.1	LAPM Field Review	10		16		26	$9,368
14.2	Request for Authorization (E-76) for Right of Way	10		16		26	$9,368
14.3	Request for Authorization (E-76) for Construction	10		40		50	$17,445
14.4	Right of Way Certification	10		16		26	$9,368
14.5	Caltrans Coordination & Encraochment Permit	40	8		40	88	$28,342
	Subtotal Hours	**101**	**32**	**88**	**80**	**301**	
	Direct Rate / Actual Hourly Rate	**$136.59**	**$122.46**	**$115.40**	**$81.88**		
	Indirect Rate	**151.12%**	**151.12%**	**151.12%**	**151.12%**		
	Profit	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**5.58%**	**5.58%**	**5.58%**	**5.58%**		
	Fully Burdened Hourly Rate	**$398.34**	**$357.13**	**$336.54**	**$238.79**		
	Subtotal Budget	**$40,232**	**$11,428**	**$29,616**	**$19,103**		**$100,379**
	Other Direct Costs (ODC)						
	Printing	$100					$100
		$0					$0
		$0					$0
		$0					$0
		$0					$0
		$0					$0
	TOTALS						**$100,479**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
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Pine Avenue Connector / Bridge Project

Fehr & Peers

	Task	Principal	Senior Associate	Senior Engineer	Transportation Engineer III	Transportation Engineer II	GIS Technician	Supporting Staff	Total Hours	Budget Per Task
Task 1	**Project Management**								**129**	**$28,222**
1.1	Project Kick-Off Meeting		2	2		2			6	$1,285
1.2	PDT Meetings	10	10	30					50	$12,483
1.4	Monthly Progress Reports			15					15	$2,930
1.5	Cost Accounting							30	30	$4,967
1.6	Quality Assurance / Quality Control	4	4	20					28	$6,556
Task 2	**Traffic Analysis & Traffic Signal Design**								**804**	**$162,834**
2.1	Meetings	10	14	24		24		6	78	$17,503
2.2	Collect / Compile Traffic Data	2	4	8	12	32		6	64	$12,235
2.3	Traffic Forecast Study	8	16	32	8	60	16	6	146	$29,358
2.4	Traffic Analysis	12	32	60	60	140		6	310	$61,788
2.5	Technical Report	4	16	16	16	30	16	6	104	$21,136
2.6	Vehicle Miles Traveled (VMT) Analysis	4	16	24	12	40		6	102	$20,815
Task 14	**Caltrans Local Assistance Processing**								**476**	**$94,238**
14.1	LAPM Field Review	20	60	60	40	240	20	36	476	$94,238
	Subtotal Hours	**74**	**174**	**291**	**148**	**568**	**52**	**102**	**1,409**	
	Direct Rate / Actual Hourly Rate	**$116.50**	**$83.50**	**$59.00**	**$59.00**	**$51.50**	**$53.00**	**$50.00**		
	Indirect Rate	**179.12%**	**179.12%**	**179.12%**	**179.12%**	**179.12%**	**179.12%**	**179.12%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**7.85%**	**7.85%**	**7.85%**	**7.85%**	**7.85%**	**7.85%**	**7.85%**		
	Fully Burdened Hourly Rate	**$385.76**	**$276.49**	**$195.36**	**$195.36**	**$170.53**	**$175.50**	**$165.56**		
	Subtotal Budget	**$28,546**	**$48,109**	**$56,851**	**$28,914**	**$96,861**	**$9,126**	**$16,887**		**$285,294**
	Other Direct Costs (ODC)									
	ODC 1 - Mileage	$1,000								$1,000
	ODC 2 - Intersection Counts	$10,500								$10,500
	ODC 3 - Segment Counts	$3,960								$3,960
	ODC 4 - Ramp Counts	$2,880								$2,880
	ODC 5 - Freeway Segent Counts	$1,050								$1,050
	TOTALS									**$304,684**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
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Pine Avenue Connector / Bridge Project

ICF

	Task	Calvert, Brian Sr Project Director	Yasui, Youji Senior Consultant III	Franklin, Nina Environmental Technician II	Garcia, Johnnie Senior Consultant I	Barrera, Mario Consultant I	Brown, Sheryl Senior Consultant III	Klier, John GIS Analyst / Cartography	Giffen, Teresa Senior Consultant I	Witters, Roxana Environmental Technician II	Rzeszutko, Jakob Associate Consultant II	Higginson, Jonathan Project Director	Anderson, Keturah Managing Consultant	Hoisington, Greg Managing Consultant	Martin, Colleen Consultant II	Baker, Vincent Environmental Technician I	Richards, Phillip Senior Consultant I	Klinefelter, Kristen Associate Consultant II	Vargas, Benjamin Senior Consultant III	Smith-Escalera, Shannon Environmental Technician I	Galvez, Hector Manuel Environmental Technician I	Colon-Morales, Magaly Associate Consultant I	Markham, John Senior Consultant III	Mountain-Castro, Jenelle Consultant I	Irvin, Elizabeth Senior Consultant III	Hardie, Jon Project Director	Hallman, Ryan Consultant I	Crawford, Karen Project Director	Hambley, Brooke Associate Consultant I	Downs, Lauren Senior Consultant I	Yates, Timothy Senior Consultant III	Roderick, Margaret Consultant II	Sukola, Katrina Associate Consultant I	Jameson, Megan Senior Technical Analyst	Lin, Frances Associate Consultant I	Varied Staff Invoicing	Classification 36	Total Hours	Budget Per Task
Task 3	**Environmental Documentation**																																						**6,311**	**$1,122,103**
3.1	Environmental Meetings / Project Management	278	398																																	30		706	$172,658
3.2	Preliminary Environmental Study	4	24	108	24	14	2		2		2			1	6			2	2						20	1	2	1			1	2	4	2					224	$32,822
3.3	Scoping	16	48	78	24																				24														190	$32,220
3.4	**Technical Studies**																																							$0
Task 3.4.1	Historic Property Survey Report	6	20	8	28														72	38	20	48		8	36			14	72	72	12	70							524	$88,315
Task 3.4.2	Supplemental Historic Property Survey Report	4	8	2	12														45	20	8			6	20			8	36	38	2	8							217	$38,121
Task 3.4.3	Visual Impact Assessment	4	12	4	24		156	68	18	16															24														326	$54,061
Task 3.4.4	Noise Study Report	8	10	8	44	10					288	8												4	28	82													490	$83,008
Task 3.4.5	Natural Environment Study Support	6												20	16	8	8	8					16											8					90	$16,358
Task 3.4.6	Biological Assessment Support	4												10	12	6	4																						36	$6,556
Task 3.4.7	Paleontological Identification Report/Paleontological Evaluation Report	4	10	4																				2															20	$3,991
Task 3.4.8	Paleontological Mitigation Plan	2	8	6																				2															18	$3,167
Task 3.4.9	Air Quality Report	4	8	4	20																				24	36	116												212	$41,547
Task 3.4.10	Air Quality Conformity Analysis Report	2	6	2	14																				24	24	104												176	$33,785
Task 3.4.11	Section 4(f) Evaluation	4	148	40	36								24												16														268	$49,857
Task 3.4.12	Water Quality Assessment Report	4	8	4	16																				24									108					164	$20,568
Task 3.4.13	Phase I Initial Site Assessment	4	12	4																				2															22	$4,393
3.5	**Draft Environmental Document**																																							$0
Task 3.5.1	Draft Environmental Document	64	364	424	28	44	20		6		48	8	8	16	48	24	8	16	10			6	4	18	98	38	52	6	18		4	12	20	8	14				1,434	$239,701
Task 3.5.2	Circulate Draft Environmental Document	4	12	24	8	8																		8	12														76	$12,453
Task 3.5.3	Public Hearing	16	24	48	16																			2	16														122	$21,422
Task 3.5.4	Public Comment Responses	8	60	78	8	8	8				8			8	16	4		6	6				4	16	36	12	12	2			2	6	6	2	4				320	$54,240
Task 3.5.5	Project Preferred Alternative	6	4																																				10	$2,713
3.6	**Final Environmental Document**																																							$0
Task 3.6.1	Final Environmental Document	28	198	224	10	24	6				8			4	16	8		6	4					12	52	4	8	2		4	2	4	6	2	4				636	$104,862
Task 3.6.2	Notice of Determination (CEQA) and Federal Register Notice (NEPA)	2	8	12																					8														30	$5,286
Task 4	**Supporting Studies**																																						**1,000**	**$159,886**
4.1	**Geotechnical Investigations**																																							$0
Task 4.1.1	Biological Resources Memorandum	2	8	2	20									22	48	26	8	4						2	16														158	$26,077
Task 4.1.2	Biological Assessment Support	2												8	10	6																							26	$4,541
Task 4.1.3	Cultural Resources Memorandum	2	8	2	16														8					2	12			4		40	6	32							132	$25,109
Task 4.1.4	CEQA Categorical Exemption	2	6	8																					2														18	$3,137
Task 4.1.5	NEPA Environmental Assessment	16	48	224	44	22	6		20		22			8	32	8	4	12	8				6		48	8	24	2		12	4	16	12	6	24				636	$95,889
Task 4.1.6	Environmental Permitting Support	4												4	4			4																8	6				30	$5,132
Task 5	**Environmental Permitting**																																						**62**	**$9,643**
5.1	Environmental Permitting Support	4												6	6			6																24	16				62	$9,643
	Subtotal Hours	514	1,460	1,318	392	130	198	68	46	16	376	16	32	107	214	90	32	64	155	58	28	54	30	84	540	205	318	39	126	166	33	150	156	60	68	30			**7,373**	
	Direct Rate / Actual Hourly Rate	$110.92	$70.06	$37.28	$56.18	$50.17	$63.99	$39.24	$54.82	$36.83	$43.51	$85.88	$76.24	$77.57	$52.09	$36.62	$55.34	$46.32	$66.43	$36.56	$36.28	$40.55	$68.34	$49.01	$62.29	$84.45	$46.44	$93.76	$38.46	$51.92	$61.88	$50.18	$43.98	$82.00	$45.58	$40.00	$36.00		
	Indirect Rate	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	145.76%	202.38%	202.38%	202.38%	202.38%	202.38%	202.38%	202.38%	202.38%	202.38%	69.68%	69.68%	69.68%	202.38%	202.38%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
	Salary Increases	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%	6.10%		
	Fully Burdened Hourly Rate	$318.15	$200.95	$106.93	$161.14	$143.90	$183.54	$112.55	$157.24	$105.64	$124.80	$246.33	$218.68	$222.49	$149.41	$105.04	$158.73	$132.86	$190.54	$104.86	$104.06	$116.31	$196.02	$140.57	$219.83	$298.03	$163.89	$330.89	$135.73	$183.23	$218.38	$177.09	$87.10	$162.39	$90.26	$141.16	$127.05			
	Subtotal Budget	$163,528	$293,388	$140,932	$63,167	$18,707	$36,341	$7,653	$7,233	$1,690	$46,924	$3,941	$6,998	$23,807	$31,973	$9,453	$5,079	$8,503	$29,534	$6,082	$2,914	$6,281	$5,881	$11,808	$118,706	$61,096	$52,117	$12,905	$17,102	$30,416	$7,207	$26,563	$13,587	$9,743	$6,138	$4,235	$0			**$1,291,631**
	Other Direct Costs (ODC)																																							
	Meals, and Lodging	$425.00																																						$425
	Cultural Resources Records Search	$2,000.00																																						$2,000
	Reproductions	$5,500.00																																						$5,500
	Equipment Rental	$250.00																																						$250
	Postage and Delivery	$750.00																																						$750
	Travel, Auto, incld. Mileage at current IRS rate (.70/mile)	$6,750.10																																						$6,750
	County Clerk Filing Fees	$100.00																																						$100
	CEQA (CDFG) Filing Fee	$4,000.00																																						$4,000
	Project Supplies	$250.00																																						$250
	Bargas Environmental Consulting, LLC	$21,733.00																																						$21,733
	Group Delta Consultants, Inc.	$18,155.00																																						$18,155
	-																																							**$1,351,544**
		Field OH	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*Field OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*FTE/Home OH*	*On Call OH*	*On Call OH*	*On Call OH*	*FTE/Home OH*				

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

MNS

	Task	Principal/Project Manager	Lead Engineer	Lead Electrical/ITS	Lead Traffic Design	Sr. Project Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Engineering Technician	Principal Surveyor	Assistant Principal Surveyor	Party Chief	Chain Person	Senior Project/Program Manager (Bridge)	Principal Engineer (Bridge)	Supervising Engineer (Bridge)	Project Engineer (Bridge)	Project Engineer (Bridge)	Total Hours	Budget per Task
Task 1	**Project Management**																			**114**	**$34,525**
1.1	Project Kick-Off Meeting	1	1	1	1															4	$1,083
1.2	PDT Meetings	30	30																	60	$18,552
1.4	Monthly Progress Reports	10	15																	25	$7,445
1.5	Cost Accounting	10	15																	25	$7,445
Task 4	**Supporting Studies**																			**54**	**$10,888**
4.3	Borrow Site(s) Studies	4	10				40													54	$10,888
Task 6	**Public Outreach**																			**32**	**$9,895**
6.2	Scoping Meetings	12	12																	24	$7,421
6.4	Public Hearings	2	2																	4	$1,237
6.5	Stakeholder / Community Engagement Activities	2	2																	4	$1,237
Task 7	**Topographic & Boundary Surveys**																			**354**	**$62,398**
7.1	Aerial Survey Base Map										10	50	48	48						156	$27,557
7.2	Field Survey Base Map										10	60	64	64						198	$34,841
Task 8	**Right of Way Engineering / Appraisals & Acquisitions**																			**688**	**$123,692**
8.2	Right of Way Base Map										10	48	40	40						138	$24,393
8.3	Appraisals/Legal & Plats										90	280	90	90						550	$99,299
Task 9	**Utility Coordination & Relocation**																			**62**	**$8,680**
9.2	Utility Base Map		2			20			40											62	$8,680
Task 10	**30% Submittal (Preliminary Engineering / Conceptual Layouts)**																			**430**	**$74,522**
10.1	Basis of Design Memo	4	40			50			100											194	$31,990
10.2	Roadway Plan, Profile, and Typical Sections	4	20			80	20		80											204	$34,803
10.5	Preliminary Cost Estimates	4	8			20														32	$7,729
Task 11	**60% Submittal (Plans & Cost Estimates)**																			**3,077**	**$424,432**
11.1	Roadway Plans (Roadway, Drainage, Grading, Removals, Details, Utilities)																			3,005	$413,177
	Traffic Plans (Signing and Striping, Traffic Control, Signals, Lighting, Interconnect)	20	70	114	227	242	204	1,006	816	306											
11.2	Calculations																				$0
11.3	Cost Estimates		4	4	4	20		10	30											72	$11,254
Task 12	**90% Submittal (Plans, Specifications & Cost Estimates)**																			**1,899**	**$329,643**
12.1	Roadway Plans (Roadway, Drainage, Grading, Removals, Details, Utilities)	8	26	43	67	91	77	417	301	115										1,143	$155,307
	Traffic Plans (Signing and Striping, Traffic Control, Signals, Lighting, Interconnect)																				
12.2	Calculations																				$0
12.3	Independent Check of Structures														70	80	370	80	80	680	$158,676
12.4	Specifications	10				30														40	$10,033
12.5	Cost Estimates		2	2	2	10		5	15											36	$5,627
Task 13	**100% Submittal (Plans, Specifications & Cost Estimates)**																			**424**	**$60,661**
13.1	Roadway Plans (Roadway, Drainage, Grading, Removals, Details, Utilities)	3	9	14	22	30	26	139	100	38										381	$51,769
	Traffic Plans (Signing and Striping, Traffic Control, Signals, Lighting, Interconnect)																				
13.2	Calculations																				$0
13.2	Specifications	5				20														25	$6,078
13.3	Cost Estimates		1	1	1	5		3	8											18	$2,814
13.4	Issued for Bid Package																				$0
Task 14	**Caltrans Local Assistance Processing**																			**24**	**$6,965**
14.1	LAPM Field Review	2	4																	6	$1,741
14.2	Request for Authorization (E-76) for Right of Way	2	4																	6	$1,741
14.3	Request for Authorization (E-76) for Construction	2	4																	6	$1,741
14.4	Right of Way Certification	2	4																	6	$1,741
	Subtotal Hours	**136**	**285**	**179**	**325**	**618**	**366**	**1,579**	**1,490**	**459**	**120**	**438**	**242**	**242**	**70**	**80**	**370**	**80**	**80**	**7,158**	
	Direct Rate / Actual Hourly Rate	**$137.98**	**$95.00**	**$95.00**	**$80.00**	**$80.00**	**$65.00**	**$45.00**	**$37.00**	**$30.00**	**$95.00**	**$60.00**	**$67.00**	**$67.00**	**$117.79**	**$111.06**	**$85.00**	**$70.00**	**$70.00**		
	Indirect Rate	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**	**135.36%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**	**2.53%**		
	Fully Burdened Hourly Rate	**$366.25**	**$252.16**	**$252.16**	**$212.35**	**$212.35**	**$172.53**	**$119.44**	**$98.21**	**$79.63**	**$252.16**	**$159.26**	**$177.84**	**$177.84**	**$312.65**	**$294.79**	**$225.62**	**$185.80**	**$185.80**		
	Subtotal Budget	**$49,810**	**$71,866**	**$45,137**	**$68,906**	**$131,230**	**$63,147**	**$188,604**	**$146,284**	**$36,550**	**$30,259**	**$69,756**	**$43,037**	**$43,037**	**$21,886**	**$23,583**	**$83,479**	**$14,864**	**$14,864**		**$1,146,299**
	Other Direct Costs (ODC)																				
	Potholing - Potholing Contractor	$40,000																			$40,000
	Mileage	$1,995																			$1,995
	Aerial Topo	$47,495																			$47,495
	ODC 4	$0																			$0
	ODC 5	$0																			$0
	ODC 6	$0																			$0
	TOTALS																				**$1,235,789**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Monument

	Task	Name 1* Principal In Charge	Kim Bibolet Sr. Project Manager	Curtis Bibolet Utility Manager	Sr. Agent	Utility Coordinator	Sr. Project Coordinator	Project Controller	Project Support Specialist	Sr. Technical Advisor	Sr. Analyst	Task Lead	Analyst	Total Hours	Budget Per Task
Task 1	**Project Management**													**67**	**$13,204**
1.1	Project Kick-Off Meeting	4	8	1			1							14	$2,991
1.2	PDT Meetings		35											35	$7,269
1.4	Monthly Progress Reports		3											3	$623
1.5	Cost Accounting		3					8						11	$1,490
1.6	Quality Assurance / Quality Control		4											4	$831
Task 8	**Right of Way Engineering / Appraisals & Acquisitions**													**605**	**$77,535**
8.3	Appraisals		20				20	1	20					61	$7,703
8.4	Acquisition Services	8	90		235		105	6	100					544	$69,832
Task 9	**Utility Coordination & Relocation**													**503**	**$62,779**
9.1	Utility Notifications			65		165	18		4					252	$31,433
9.4	Utility Coordination	1		60		180	10							251	$31,345
Task 10	**30% Submittal (Preliminary Engineering / Conceptual Layouts)**													**45**	**$6,228**
10.5	Preliminary Cost Estimates							1		4	17	6	17	45	$6,228
Task 12	**90% Submittal (Plans, Specifications & Cost Estimates)**													**33**	**$4,522**
12.5	Cost Estimates							1		2	12	6	12	33	$4,522
Task 13	**100% Submittal (Plans, Specifications & Cost Estimates)**													**33**	**$4,522**
13.3	Cost Estimates							1		2	12	6	11	32	$4,423
Task 14	**Caltrans Local Assistance Processing**													**31**	**$6,294**
14.1	LAPM Field Review			8										8	$1,407
14.4	Right of Way Certification	2	21											23	$4,887
	Subtotal Hours	**15**	**184**	**134**	**235**	**345**	**154**	**18**	**124**	**8**	**41**	**18**	**40**	**1,316**	
	Direct Rate / Actual Hourly Rate	**$111.42**	**$87.98**	**$74.52**	**$55.29**	**$45.91**	**$43.27**	**$45.91**	**$29.62**	**$96.54**	**$63.65**	**$67.65**	**$42.26**		
	Indirect Rate	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**	**103.26%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**		
	Fully Burdened Hourly Rate	**$263.01**	**$207.68**	**$175.91**	**$130.51**	**$108.37**	**$102.14**	**$108.37**	**$69.92**	**$227.88**	**$150.25**	**$159.69**	**$99.76**		
	Subtotal Budget	**$3,945**	**$38,213**	**$23,571**	**$30,670**	**$37,388**	**$15,729**	**$1,951**	**$8,670**	**$1,823**	**$6,160**	**$2,874**	**$3,990**		**$174,985**
	Other Direct Costs (ODC)														
	Preliminary Title Reports (9 @ $1,000)	$9,000													$9,000
	Appraisals (Private parcels)	$6,000													$6,000
	Appraisals (USACE & OCFCD)	$60,000													$60,000
	Review Appraisals	$27,000													$27,000
	Mileage	$1,500													$1,500
	Postage	$1,215													$1,215
	TOTALS														**$279,700**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

Q3

	Task	McCarthy Principal	Candaele Sr. PM	Tong Project Eng.	Hemati Design Eng.	Rokhberg Admin	Total Hours	Budget Per Task
Task 1	**Project Management**						**80**	**$15,710**
1.1	Project Kick-Off Meeting		4				4	$954
1.2	PDT Meetings	4	24				28	$6,814
1.4	Monthly Progress Reports		12			12	24	$3,971
1.5	Cost Accounting		12			12	24	$3,971
Task 4	**Supporting Studies**						**1,204**	**$181,477**
4.2	Hydraulic / Hydrology Analysis	36	232	220	520	32	1,040	$157,630
4.5	Water Quality Management Plan (WQMP)	4	40		120		164	$23,848
	Subtotal Hours	**44**	**324**	**220**	**640**	**56**	**1,284**	
	Direct Rate / Actual Hourly Rate	**$96.56**	**$84.42**	**$51.90**	**$39.00**	**$32.75**		
	Indirect Rate	**149.98%**	**149.98%**	**149.98%**	**149.98%**	**149.98%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**2.72%**	**2.72%**	**2.72%**	**2.72%**	**2.72%**		
	Fully Burdened Hourly Rate	**$272.74**	**$238.45**	**$146.59**	**$110.16**	**$92.50**		
	Subtotal Budget	**$12,000**	**$77,256**	**$32,250**	**$70,500**	**$5,180**		**$197,187**
	Other Direct Costs (ODC)							
	Mileage	$350						$350
	Reprographics for meetings (36x48)	$450						$450
	Hard Drive/Submittal to USACE	$300						$300
	ODC 4	$0						$0
	ODC 5	$0						$0
	ODC 6	$0						$0
	TOTALS							**$198,287**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Pine Avenue Connector / Bridge Project

RUTH VILLALOBOS & ASSOCIATES, INC.

	Task	Ruth Villalobos Environmental Director/QAQC	Juan Villalobos Environmental PM	Priyo Majumdar Section 408	Miranda Villalobos Senior Regulatory/ Biologist	Justinne Manahan Biologist/ Permitting	Zach Jensen Biologist	Ali Razo PM Assistant/ Admin	Total Hours	Budget Per Task
Task 1	**Project Management**								**244**	**$48,032**
1.1	Project Kick-Off Meeting	12	12		8				32	$6,847
1.2	PDT Meetings	30	30						60	$13,797
1.4	Monthly Progress Reports		32					48	80	$14,512
1.5	Cost Accounting		24					48	72	$12,877
Task 3	**Environmental Documentation**								**2,016**	**$290,560**
3.1	Environmental Meetings / Project Management	72	116	20	16				224	$48,594
3.6	Natural Environment Study	4	12		90	124	40		270	$37,818
	Focused Suvey-Burrowing Owl	4	6		20	64	40		134	$17,608
	Focused Sensitive Plant Survey	4	6		20	62	40		132	$17,363
	Focused Surveys for least Bell's vireo (LBV)	4	6		24	88	28		150	$19,959
	Focused Surveys for SWW flycatcher	4	6		20	62	28		120	$16,106
	Focused Suvey-White-Tailed Kite & Tricolored Blackbird	4	6		20	44	20		94	$13,061
	Santa Ana Sucker/Arroyo Chub	4	6		16	44	20		90	$12,396
	Fairy Shrimp (evaluation)	4	6		16	36	20		82	$11,415
	Focused Crotch's Bumble Bee Survey	4	6		36	88	44		178	$23,628
	Jurisdictional Waters Delineation	4	6		52	92	60		214	$28,452
3.7	Biological Assessment	4	8		88	168	60		328	$44,159
Task 5	**Environmental Permitting**								**1,555**	**$266,309**
5.2	Section 401 (RWQCB) Permit - Geotechnical Investigations	8	10		32	48			98	$15,289
5.3	Section 404 (USACE) Permit - Geotechnical Investigations	8	10		40	48			106	$16,617
5.4	Section 1602 (CDFW) Permit - Geotechnical Investigations	8	10		40	48			106	$16,617
5.5	Section 408-EA / Outgrant (USACE) - Geotechnical Investigations	30	16	180	10				236	$47,087
5.2	Section 401 (RWQCB) Permit - Design	8	10		80	50			148	$23,505
5.3	Section 404 (USACE) Permit - Design	8	10		80	52			150	$23,750
5.4	Section 1602 (CDFW) Permit - Design	8	10		80	50			148	$23,505
5.4	Section 408-EA / Outgrant (USACE) - Design	30	17	244	16				307	$60,551
	Mitgation Plan	24	12		88	132			256	$39,387

Pine Avenue Connector / Bridge Project

RUTH VILLALOBOS & ASSOCIATES, INC.

	Task	Ruth Villalobos Environmental Director/QAQC	Juan Villalobos Environmental PM	Priyo Majumdar Section 408	Miranda Villalobos Senior Regulatory/ Biologist	Justinne Manahan Biologist/ Permitting	Zach Jensen Biologist	Ali Razo PM Assistant/ Admin	Total Hours	Budget Per Task
	Subtotal Hours	**290**	**393**	**444**	**892**	**1,300**	**400**	**96**	**3,815**	
	Direct Rate / Actual Hourly Rate	**$100.00**	**$80.00**	**$75.00**	**$65.00**	**$48.00**	**$41.00**	**$65.00**		
	Indirect Rate	**120.00%**	**120.00%**	**120.00%**	**120.00%**	**120.00%**	**120.00%**	**120.00%**		
	Profit	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**	**10%**		
	Salary Increases	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**	**5.58%**		
	Fully Burdened Hourly Rate	**$255.49**	**$204.39**	**$191.62**	**$166.07**	**$122.64**	**$104.75**	**$166.07**		
	Subtotal Budget	**$74,093**	**$80,327**	**$85,079**	**$148,134**	**$159,427**	**$41,901**	**$15,943**		**$604,902**
	Other Direct Costs (ODC)									
	Mileage	$1,500								$1,500
	Reproduction (documents)	$188								$188
	ODC 3	$0								$0
	ODC 4	$0								$0
	ODC 5	$0								$0
	ODC 6	$0								$0
	TOTALS									**$606,589**

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit.
The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

Note: Mark-ups are Not Allowed ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Biggs Cardosa Associates, Inc.**

Project No. _____ Contract No. **ST261** Date **10/15/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PIC / PM	Eric Pheifer*	413	$ 107.88	$ 44,554.44
Structures Manager	John Leimberger*	1310	$ 70.10	$ 91,831.00
Associate		332	$ 91.12	$ 30,251.84
Engineering Manager		436	$ 80.19	$ 34,962.84
Senior Engineer		412	$ 71.09	$ 29,289.08
Project Engineer		1000	$ 60.24	$ 60,240.00
Staff Engineer		1276	$ 51.71	$ 65,981.96
Assistant Engineer		2080	$ 44.86	$ 93,308.80
Junior Engineer		744	$ 38.63	$ 28,740.72
Sr. Computer Drafter		1768	$ 55.91	$ 98,848.88
BIM/Visualization Specialist		324	$ 45.58	$ 14,767.92
Project Administrator		326	$ 77.60	$ 25,297.60

LABOR COSTS

a) Subtotal Direct Labor Costs $ 618,075.08

b) Anticipated Salary Increases (see page 2 for calculation) $ 70,649.84

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 688,724.92

INDIRECT COSTS

d) Fringe Benefits (Rate: 56.00%) e) Total Fringe Benefits [(c) x (d)] $ 385,685.96

f) Overhead & G&A (Rate: 103.79%) g) Overhead [(c) x (f)] $ 714,827.60

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 1,100,513.56

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 178,923.85

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	500	Mile	$0.70	$ 350.00
Reproduction	1	LS	$250.00	$ 250.00
				$ -
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS **$ 600.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Arellano Associates	$419,667
Subconsultant 2:	Earth Mechanics, Inc.	$499,484
Subconsultant 3:	EXP	$100,479
Subconsultant 4:	Fehr & Peers	$304,684
Subconsultant 5:	ICF Jones & Stokes	$1,351,544
Subconsultant 6:	MNS Engineers	$1,235,789
Subconsultant 7:	Monument	$279,700
Subconsultant 8:	Q3 Consulting	$198,287
Subconsultant 9:	RVA	$606,589

m) TOTAL SUBCONSULTANTS' COSTS **$4,996,225**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 4,996,824.66

TOTAL COST [(c) + (j) + (k) + (n)] **$ 6,964,986.99**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Biggs Cardosa Associates, Inc.**

Project No. _____ Contract No. ST261 Date **10/15/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 618,075.08		10421	=	$ 59.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 59.31	+	5%	=	$ 62.28	Year 2 Avg Hourly Rate
Year 2	$ 62.28	+	5%	=	$ 65.39	Year 3 Avg Hourly Rate
Year 3	$ 65.39	+	5%	=	$ 68.66	Year 4 Avg Hourly Rate
Year 4	$ 68.66	+	5%	=	$ 72.09	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.00%	*	10421.0	=	521.1	Estimated Hours Year 1
Year 2	15.00%	*	10421.0	=	1563.2	Estimated Hours Year 2
Year 3	35.00%	*	10421.0	=	3647.4	Estimated Hours Year 3
Year 4	45.00%	*	10421.0	=	4689.5	Estimated Hours Year 4
Year 5	0.00%	*	10421.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	10421.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 59.31	*	521	=	$ 30,903.75	Estimated Hours Year 1
Year 2	$ 62.28	*	1563	=	$ 97,346.83	Estimated Hours Year 2
Year 3	$ 65.39	*	3647	=	$ 238,499.72	Estimated Hours Year 3
Year 4	$ 68.66	*	4689	=	$ 321,974.62	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 688,724.92	
			Direct Labor Subtotal before Escalation	=	$ 618,075.08	
			Estimated total of Direct Labor Salary Increase	=	**$ 70,649.84**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Eric Pheifer

Title *: Principal / Vice President

Signature:

Date of Certification: 10/15/2025

Email: EPheifer@BiggsCardosa.com

Phone number: 714.352.8312

Address: 500 S. Main Street, Suite 1200, Orange, CA 92868

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management
Structural Engineering

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Arellano Associates**

Project No. _____ Contract No. _____ Date **10/7/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-In-Charge	Edgar Gutierrez	200	$ 88.00	$ 17,600.00
Project Manager	Jason Jackson	350	$ 63.00	$ 22,050.00
Deputy Project Mngr	Aja Stansell	580	$ 55.00	$ 31,900.00
Creative Lead	Kyle Santiago	185	$ 59.00	$ 10,915.00
Project Coordinator		650	$ 38.00	$ 24,700.00
Assistant Project Coord		605	$ 28.00	$ 16,940.00

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 124,105.00	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 6,918.85	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 131,023.85

INDIRECT COSTS

d) Fringe Benefits	(Rate: 0.00%)	e) Total Fringe Benefits [(c) x (d)]	$ -	
f) Overhead & G&A	(Rate: 139.94%)	g) Overhead [(c) x (f)]	$ 183,354.78	
h) General & Admin	(Rate: 0%)	i) Gen & Admin [(c) x (h)]	$ -	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 183,354.78
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 31,437.86

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Public Notice Printing and Delivery (amount not to exceed)	12800	1.00	$1.25	$ 16,000.00
Printing (up to 50x boards)	60	1.00	$150.00	$ 9,000.00
General Printing (fact sheet, flyers, posters, etc.)	5000	1.00	$1.20	$ 6,000.00
Online Communication Tools (web hosting, survey, helpline, etc.)	3	1.00	$500.00	$ 1,500.00
Advertisements	4	1.00	$2,500.00	$ 10,000.00
Translation (Spanish and Mandarin)	20	1.00	$300.00	$ 6,000.00
Language Interpretation (Spanish and Mandarin)	12	1.00	$1,000.00	$ 12,000.00
Court Reporters	6	1.00	$2,000.00	$ 12,000.00
Event Registration Fees (assumes cities will waive event fees)	0	1.00	$500.00	$ -
Misc. Supplies, Refreshments & Participation Incentives	10	1.00	$100.00	$ 1,000.00
Mileage/Parking	500	1.00	$0.70	$ 350.00
Venue fees for in-person mtgs. (assumes no-cost at city facilities)	8	1.00	$0.00	$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 73,850.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 73,850.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 419,666.50**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Arellano Associates**

Project No. _____ Contract No. _____ Date **10/7/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 124,105.00	2570	=	$ 48.29	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 48.29	+	5%	=	$ 50.70	Year 2 Avg Hourly Rate
Year 2	$ 50.70	+	5%	=	$ 53.24	Year 3 Avg Hourly Rate
Year 3	$ 53.24	+	5%	=	$ 55.90	Year 4 Avg Hourly Rate
Year 4	$ 55.90	+	5%	=	$ 58.70	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	2570.0	=	514.0	Estimated Hours Year 1
Year 2	50.00%	*	2570.0	=	1285.0	Estimated Hours Year 2
Year 3	30.00%	*	2570.0	=	771.0	Estimated Hours Year 3
Year 4	0.00%	*	2570.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2570.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2570.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 48.29	*	514	=	$ 24,821.00	Estimated Hours Year 1
Year 2	$ 50.70	*	1285	=	$ 65,155.13	Estimated Hours Year 2
Year 3	$ 53.24	*	771	=	$ 41,047.73	Estimated Hours Year 3
Year 4	$ 55.90	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 131,023.85	
			Direct Labor Subtotal before Escalation	=	$ 124,105.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 6,918.85**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Genoveva L. Arellano

Title *: Principal

Signature:

Date of Certification: 7/16/2025

Email: Garellano@arellanoassociates.com

Phone number: 909.627.2974

Address: 5851 Pine Avenue, Suite A, Chino Hills, CA 91709

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Public Outreach

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Earth Mechanics, Inc.**

Project No. _____ Contract No. _____ Date **10/15/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Alahesh Thurairajah*	100	$ 105.70	$ 10,570.00
Sr. Principal Engineer / Geologist		40	$ 105.60	$ 4,224.00
Principal Engineer / Geologist		100	$ 80.60	$ 8,060.00
Senior Engineer / Geologist		200	$ 71.80	$ 14,360.00
Sr. Project Engineer / Geologist		220	$ 60.70	$ 13,354.00
Project Engineer / Geologist		180	$ 60.30	$ 10,854.00
Sr. Staff Engineer / Geologist		180	$ 53.40	$ 9,612.00
Staff Engineer / Geologist		180	$ 41.80	$ 7,524.00
Senior Technician		300	$ 54.10	$ 16,230.00
Technician		120	$ 30.20	$ 3,624.00
			$ -	$ -
			$ -	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 98,412.00	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 7,528.52	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 105,940.52

INDIRECT COSTS

d) Fringe Benefits	(Rate: 50.72%)	e) Total Fringe Benefits [(c) x (d)]	$ 53,733.03	
f) Overhead & G&A	(Rate: 117.17%)	g) Overhead [(c) x (f)]	$ 124,130.50	
h) General & Admin	(Rate: 0%)	i) Gen & Admin [(c) x (h)]	$ -	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 177,863.54
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 28,380.41

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Drill Rig Rental	25	Day	$6,000.00	$ 150,000.00
Traffic Control	1	Day	$2,000.00	$ 2,000.00
Well Permits	20	Permit	$400.00	$ 8,000.00
Soil Cutting Contaminants Testing	16	Test	$325.00	$ 5,200.00
Soil Cuttings (drums) Disposal	80	Drum	$250.00	$ 20,000.00
Mileage	3000	Mile	$0.70	$ 2,100.00
		l) TOTAL OTHER DIRECT COSTS		**$ 187,300.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 187,300.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 499,484.46**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Earth Mechanics, Inc.**

Project No. _____ Contract No. _____ Date **10/15/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 98,412.00		1620	=	$ 60.75	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 60.75	+	5%	=	$ 63.79	Year 2 Avg Hourly Rate
Year 2	$ 63.79	+	5%	=	$ 66.97	Year 3 Avg Hourly Rate
Year 3	$ 66.97	+	5%	=	$ 70.32	Year 4 Avg Hourly Rate
Year 4	$ 70.32	+	5%	=	$ 73.84	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	1620.0	=	162.0	Estimated Hours Year 1
Year 2	30.00%	*	1620.0	=	486.0	Estimated Hours Year 2
Year 3	60.00%	*	1620.0	=	972.0	Estimated Hours Year 3
Year 4	0.00%	*	1620.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1620.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1620.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 60.75	*	162	=	$ 9,841.20	Estimated Hours Year 1
Year 2	$ 63.79	*	486	=	$ 30,999.78	Estimated Hours Year 2
Year 3	$ 66.97	*	972	=	$ 65,099.54	Estimated Hours Year 3
Year 4	$ 70.32	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 105,940.52	
			Direct Labor Subtotal before Escalation	=	$ 98,412.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 7,528.52**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Alahesh Thurairajah

Title *: President

Signature:

Date of Certification: 10/15/2025

Email: A.Thurairajah@earthmech.com

Phone number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **EXP**

Project No. _____ Contract No. _____ Date **7/16/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Caltrans Coordinator	Syed Raza	101	$ 136.59	$ 13,795.59
Design Manager	Luis Betancourt	32	$ 122.46	$ 3,918.72
FHWA Coordinator	Lismary Gavillan	88	$ 115.40	$ 10,155.20
Project Engineer	Andrew Osaki	80	$ 81.88	$ 6,550.40

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 34,419.91	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 1,918.91	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 36,338.82

INDIRECT COSTS

d) Fringe Benefits	(Rate:)	e) Total Fringe Benefits [(c) x (d)]	$ -	
f) Overhead & G&A	(Rate: 151.12%)	g) Overhead [(c) x (f)]	$ 54,915.22	
h) General & Admin	(Rate:)	i) Gen & Admin [(c) x (h)]	$ -	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 54,915.22
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 9,125.40

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Printing	1	LS		$ 100.00
				$ -
				$ -
				$ -
				$ -
				$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 100.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 100.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 100,479.45**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **EXP**

Project No. _____ Contract No. _____ Date **7/16/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 34,419.91		301	=	$ 114.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 114.35	+	5%	=	$ 120.07	Year 2 Avg Hourly Rate
Year 2	$ 120.07	+	5%	=	$ 126.07	Year 3 Avg Hourly Rate
Year 3	$ 126.07	+	5%	=	$ 132.38	Year 4 Avg Hourly Rate
Year 4	$ 132.38	+	5%	=	$ 139.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	301.0	=	60.2	Estimated Hours Year 1
Year 2	50.00%	*	301.0	=	150.5	Estimated Hours Year 2
Year 3	30.00%	*	301.0	=	90.3	Estimated Hours Year 3
Year 4	0.00%	*	301.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	301.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	301.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 114.35	*	60	=	$ 6,883.98	Estimated Hours Year 1
Year 2	$ 120.07	*	151	=	$ 18,070.45	Estimated Hours Year 2
Year 3	$ 126.07	*	90	=	$ 11,384.39	Estimated Hours Year 3
Year 4	$ 132.38	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 36,338.82	
			Direct Labor Subtotal before Escalation	=	$ 34,419.91	
			Estimated total of Direct Labor Salary Increase	=	**$ 1,918.91**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Syed Raza

Title *: Vice President

Signature:

Date of Certification: 7/16/2025

Email: syed.raza@exp.com

Phone number: 909.217.5779

Address: 1650 Iowa Avenue Suite 110, Riverside CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Caltrans Interchange Coordination

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Fehr & Peers**

Project No. _____ Contract No. _____ Date **7/16/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal		74	$ 116.50	$ 8,621.00
Senior Associate		174	$ 83.50	$ 14,529.00
Senior Engineer		291	$ 59.00	$ 17,169.00
Transportation Engineer III		148	$ 59.00	$ 8,732.00
Transportation Engineer II		568	$ 51.50	$ 29,252.00
GIS Technician		52	$ 53.00	$ 2,756.00
Supporting Staff		102	$ 50.00	$ 5,100.00

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 86,159.00	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 6,760.90	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 92,919.90

INDIRECT COSTS

d) Fringe Benefits	(Rate: 60.79%)	e) Total Fringe Benefits [(c) x (d)]	$ 56,486.01	
f) Overhead & G&A	(Rate: 118.33%)	g) Overhead [(c) x (f)]	$ 109,952.11	
h) General & Admin	(Rate:)	i) Gen & Admin [(c) x (h)]	$ -	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 166,438.12

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 25,935.80

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
ODC 1 - Mileage	1	1.00	$1,000.00	$ 1,000.00
ODC 2 - Intersection Counts	30	1.00	$350.00	$ 10,500.00
ODC 3 - Segment Counts	22	1.00	$180.00	$ 3,960.00
ODC 4 - Ramp Counts	16	1.00	$180.00	$ 2,880.00
ODC 5 - Freeway Segent Counts	2	1.00	$525.00	$ 1,050.00
ODC 6				$ -
			l) TOTAL OTHER DIRECT COSTS	**$ 19,390.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 19,390.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 304,683.82**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Fehr & Peers**

Project No. OC25-P2705 Contract No. _____ Date **7/16/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 86,159.00	1409	=	$ 61.15	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 61.15	+	7%	=	$ 65.43	Year 2 Avg Hourly Rate
Year 2	$ 65.43	+	7%	=	$ 70.01	Year 3 Avg Hourly Rate
Year 3	$ 70.01	+	7%	=	$ 74.91	Year 4 Avg Hourly Rate
Year 4	$ 74.91	+	7%	=	$ 80.15	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1409.0	=	281.8	Estimated Hours Year 1
Year 2	50.00%	*	1409.0	=	704.5	Estimated Hours Year 2
Year 3	30.00%	*	1409.0	=	422.7	Estimated Hours Year 3
Year 4	0.00%	*	1409.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1409.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1409.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 61.15	*	282	=	$ 17,231.80	Estimated Hours Year 1
Year 2	$ 65.43	*	705	=	$ 46,095.07	Estimated Hours Year 2
Year 3	$ 70.01	*	423	=	$ 29,593.03	Estimated Hours Year 3
Year 4	$ 74.91	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 92,919.90	
			Direct Labor Subtotal before Escalation	=	$ 86,159.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 6,760.90**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Steven J. Brown

Title *: Senior Vice President

Signature:

Date of Certification: 7/15/2025

Email: S.Brown@fehrandpeers.com

Phone number: (949) 306-3308

Address: 101 Pacifica, Ste 300, Irvine, CA 92618

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **ICF Jones & Stokes, Inc.**

Project No. _____ Contract No. _____ Date **10/3/2025**

DIRECT LABOR

Classification/Title		Name	Hours	Actual Hourly Rate	Total
Sr Project Director	*Field OH*	Calvert, Brian	514	$ 110.92	$ 57,012.88
Senior Consultant III	*Field OH*	Yasui, Youji	1460	$ 70.06	$ 102,287.60
Environmental Technician II	*Field OH*	Franklin, Nina	1318	$ 37.28	$ 49,135.04
Senior Consultant I	*Field OH*	Garcia, Johnnie	392	$ 56.18	$ 22,022.56
Consultant I	*Field OH*	Barrera, Mario	130	$ 50.17	$ 6,522.10
Senior Consultant III	*Field OH*	Brown, Sheryl	198	$ 63.99	$ 12,670.02
GIS Analyst / Cartography	*Field OH*	Klier, John	68	$ 39.24	$ 2,668.32
Senior Consultant I	*Field OH*	Giffen, Teresa	46	$ 54.82	$ 2,521.72
Environmental Technician II	*Field OH*	Witters, Roxana	16	$ 36.83	$ 589.28
Associate Consultant II	*Field OH*	Rzeszutko, Jakob	376	$ 43.51	$ 16,359.76
Project Director	*Field OH*	Higginson, Jonathan	16	$ 85.88	$ 1,374.08
Managing Consultant	*Field OH*	Anderson, Keturah	32	$ 76.24	$ 2,439.68
Managing Consultant	*Field OH*	Hoisington, Greg	107	$ 77.57	$ 8,299.99
Consultant II	*Field OH*	Martin, Colleen	214	$ 52.09	$ 11,147.26
Environmental Technician I	*Field OH*	Baker, Vincent	90	$ 36.62	$ 3,295.80
Senior Consultant I	*Field OH*	Richards, Phillip	32	$ 55.34	$ 1,770.88
Associate Consultant II	*Field OH*	Klinefelter, Kristen	64	$ 46.32	$ 2,964.48
Senior Consultant III	*Field OH*	Vargas, Benjamin	155	$ 66.43	$ 10,296.65
Environmental Technician I	*Field OH*	Smith-Escalera, Shannon	58	$ 36.56	$ 2,120.48
Environmental Technician I	*Field OH*	Galvez, Hector Manuel	28	$ 36.28	$ 1,015.84
Associate Consultant I	*Field OH*	Colon-Morales, Magaly	54	$ 40.55	$ 2,189.70
Senior Consultant III	*Field OH*	Markham, John	30	$ 68.34	$ 2,050.20
Consultant I	*Field OH*	Mountain-Castro, Jenelle	84	$ 49.01	$ 4,116.84
Senior Consultant III	*FTE/Home OH*	Irvin, Elizabeth	540	$ 62.29	$ 33,636.60
Project Director	*FTE/Home OH*	Hardie, Jon	205	$ 84.45	$ 17,312.25
Consultant I	*FTE/Home OH*	Hallman, Ryan	318	$ 46.44	$ 14,767.92
Project Director	*FTE/Home OH*	Crawford, Karen	39	$ 93.76	$ 3,656.64
Associate Consultant I	*FTE/Home OH*	Hambley, Brooke	126	$ 38.46	$ 4,845.96
Senior Consultant I	*FTE/Home OH*	Downs, Lauren	166	$ 51.92	$ 8,618.72
Senior Consultant III	*FTE/Home OH*	Yates, Timothy	33	$ 61.88	$ 2,042.04
Consultant II	*FTE/Home OH*	Roderick, Margaret	150	$ 50.18	$ 7,527.00
Associate Consultant I	*On Call OH*	Sukola, Katrina	156	$ 43.98	$ 6,860.88
Senior Technical Analyst	*On Call OH*	Jameson, Megan	60	$ 82.00	$ 4,920.00
Associate Consultant I	*On Call OH*	Lin, Frances	68	$ 45.58	$ 3,099.44
Invoicing	*FTE/Home OH*	Varied Staff	30	$ 40.00	$ 1,200.00

LABOR COSTS

a) Subtotal Direct Labor Costs			$ 433,358.61	
b) Anticipated Salary Increases (see page 2 for calculation)			$ 26,434.88	
		c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 459,793.49
INDIRECT COSTS for FIELD staff		***145.76%***		
d) Fringe Benefits (Rate: 40.61%)		e) Total Fringe Benefits [(c) x (d)]	$ 139,977.92	
f) Overhead & G&A (Rate: 105.15%)		g) Overhead [(c) x (f)]	$ 362,439.75	
INDIRECT COSTS for FTE/HOME staff		***202.38%***		
d) Fringe Benefits (Rate: 40.86%)		e) Total Fringe Benefits [(c) x (d)]	$ 40,580.99	
f) Overhead & G&A (Rate: 161.52%)		g) Overhead [(c) x (f)]	$ 160,417.08	
INDIRECT COSTS for ON CALL staff		***69.68%***		
d) Fringe Benefits (Rate: 16.64%)		e) Total Fringe Benefits [(c) x (d)]	$ 2,627.13	
f) Overhead & G&A (Rate: 53.04%)		g) Overhead [(c) x (f)]	$ 8,373.97	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 714,416.84
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 117,421.03

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Meals, and Lodging				$ 425.00
Cultural Resources Records Search				$ 2,000.00
Reproductions				$ 5,500.00
Equipment Rental				$ 250.00
Postage and Delivery				$ 750.00
Travel, Auto, incld. Mileage at current IRS rate (.70/mile)	9643	mile	$0.70	$ 6,750.10
County Clerk Filing Fees				$ 100.00
CEQA (CDFG) Filing Fee				$ 4,000.00
Project Supplies				$ 250.00
			l) TOTAL OTHER DIRECT COSTS	**$ 20,025.10**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Bargas Environmental Consulting, LLC	$21,733
Subconsultant 2:	Group Delta Consultants, Inc.	$18,155

m) TOTAL SUBCONSULTANTS' COSTS	**$39,888**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 59,913.10
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 1,351,544.46**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **ICF Jones & Stokes, Inc.**

Project No. _____ Contract No. _____ Date **10/3/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$	433,358.61	7373	**=**	$ 58.78	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 58.78	+	5%	=	$ 61.72	Year 2 Avg Hourly Rate
Year 2	$ 61.72	+	5%	=	$ 64.80	Year 3 Avg Hourly Rate
Year 3	$ 64.80	+	5%	=	$ 68.04	Year 4 Avg Hourly Rate
Year 4	$ 68.04	+	5%	=	$ 71.44	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	7373.0	=	1474.6	Estimated Hours Year 1
Year 2	40.00%	*	7373.0	=	2949.2	Estimated Hours Year 2
Year 3	40.00%	*	7373.0	=	2949.2	Estimated Hours Year 3
Year 4	0.00%	*	7373.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	7373.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	7373.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 58.78	*	1475	**=**	$ 86,671.72	Estimated Hours Year 1
Year 2	$ 61.72	*	2949	**=**	$ 182,010.62	Estimated Hours Year 2
Year 3	$ 64.80	*	2949	**=**	$ 191,111.15	Estimated Hours Year 3
Year 4	$ 68.04	*	0	**=**	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	**=**	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	**=**	$ 459,793.49	

Direct Labor Subtotal before Escalation	=	$	433,358.61	
Estimated total of Direct Labor Salary Increase	=	**$**	**26,434.88**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

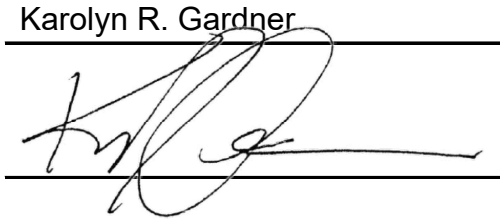
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Karolyn R. Gardner

Title *: Sr. VP, Contracts Procurement & Pricing

Signature: 

Date of Certification: 10/03/2025

Email: karolyn.gardner@icf.com

Phone number: 571-499-7571

Address: 1902 Reston Plaza, Reston, VA 20190

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental documentation.

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **MNS Engineers, Inc.**

Project No. _____ Contract No. _____ Date **10/3/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/Project Manager	Brandon Reyes	136	$ 137.98	$ 18,765.38
Lead Engineer		285	$ 95.00	$ 27,075.00
Lead Electrical/ITS		179	$ 95.00	$ 17,005.00
Lead Traffic Design		325	$ 80.00	$ 25,960.00
Sr. Project Engineer		618	$ 80.00	$ 49,440.00
Project Engineer		366	$ 65.00	$ 23,790.00
Associate Engineer		1579	$ 45.00	$ 71,055.00
Assistant Engineer		1490	$ 37.00	$ 55,111.50
Engineering Technician		459	$ 30.00	$ 13,770.00
Principal Surveyor		120	$ 95.00	$ 11,400.00
Assistant Principal Surveyor		438	$ 60.00	$ 26,280.00
Party Chief		242	$ 67.00	$ 16,214.00
Chain Person		242	$ 67.00	$ 16,214.00
Senior Project/Program Manager (E		70	$ 117.79	$ 8,245.30
Principal Engineer (Bridge)		80	$ 111.06	$ 8,884.80
Supervising Engineer (Bridge)		370	$ 85.00	$ 31,450.00
Project Engineer (Bridge)		80	$ 70.00	$ 5,600.00
Project Engineer (Bridge)		80	$ 70.00	$ 5,600.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 431,859.98

b) Anticipated Salary Increases (see page 2 for calculation) $ 10,904.46

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 442,764.44

INDIRECT COSTS

d) Fringe Benefits (Rate: 61.03%) e) Total Fringe Benefits [(c) x (d)] $ 270,197.00

f) Overhead & G&A (Rate: 74.34%) g) Overhead [(c) x (f)] $ 329,128.95

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 599,325.95

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 104,209.04

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Potholing - Potholing Contractor	1	LS	$40,000.00	$ 40,000.00
Mileage	2850	LS	$0.70	$ 1,995.00
Aerial Topo	1	LS	$47,495.00	$ 47,495.00
ODC 4				$ -
ODC 5				$ -
ODC 6				$ -

l) TOTAL OTHER DIRECT COSTS **$ 89,490.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS **$0**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 89,490.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 1,235,789.43**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **MNS Engineers, Inc.**

Project No. _____ Contract No. _____ Date **10/3/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 431,859.98		7158	=	$ 60.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 60.33	+	5%	=	$ 63.35	Year 2 Avg Hourly Rate
Year 2	$ 63.35	+	5%	=	$ 66.52	Year 3 Avg Hourly Rate
Year 3	$ 66.52	+	5%	=	$ 69.84	Year 4 Avg Hourly Rate
Year 4	$ 69.84	+	5%	=	$ 73.33	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	7158.0	=	4294.8	Estimated Hours Year 1
Year 2	30.00%	*	7158.0	=	2147.4	Estimated Hours Year 2
Year 3	10.00%	*	7158.0	=	715.8	Estimated Hours Year 3
Year 4	0.00%	*	7158.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	7158.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	7158.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 60.33	*	4295	=	$ 259,115.99	Estimated Hours Year 1
Year 2	$ 63.35	*	2147	=	$ 136,035.89	Estimated Hours Year 2
Year 3	$ 66.52	*	716	=	$ 47,612.56	Estimated Hours Year 3
Year 4	$ 69.84	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 442,764.44	
			Direct Labor Subtotal before Escalation	=	$ 431,859.98	
			Estimated total of Direct Labor Salary Increase	=	**$ 10,904.46**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brandon Reyes

Title *: Vice President

Signature:

Date of Certification: 10/3/2025

Email: breyes@mnsengineers.com

Phone number: 951-532-4510

Address: 3850 Vine Street, Suite 100, Riverside, CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Roadway and Traffic Design. Structural Independent Check.

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Monument**

Project No. _____ Contract No. _____ Date **7/16/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge		15	$ 111.42	$ 1,671.30
Sr. Project Manager	Kim Bibolet	184	$ 87.98	$ 16,188.32
Utility Manager	Curtis Bibolet	134	$ 74.52	$ 9,985.68
Sr. Agent		235	$ 55.29	$ 12,993.15
Utility Coordinator		345	$ 45.91	$ 15,838.95
Sr. Project Coordinator		154	$ 43.27	$ 6,663.58
Project Controller		18	$ 45.91	$ 826.38
Project Support Specialist		124	$ 29.62	$ 3,672.88
Sr. Technical Advisor		8	$ 96.54	$ 772.32
Sr. Analyst		41	$ 63.65	$ 2,609.65
Task Lead		18	$ 67.65	$ 1,217.70
Analyst		40	$ 42.26	$ 1,690.40

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 74,130.31	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 4,132.76	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 78,263.07

INDIRECT COSTS

d) Fringe Benefits	(Rate: 38.20%)	e) Total Fringe Benefits [(c) x (d)]	$ 29,896.49	
f) Overhead & G&A	(Rate: 65.06%)	g) Overhead [(c) x (f)]	$ 50,917.96	
h) General & Admin	(Rate:)	i) Gen & Admin [(c) x (h)]	$ -	
		j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 80,814.45
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 15,907.75

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports (9 @ $1,000)	9	Each	$1,000.00	$ 9,000.00
Appraisals (Private parcels)	1	Each	$6,000.00	$ 6,000.00
Appraisals (USACE & OCFCD)	8	Each	$7,500.00	$ 60,000.00
Review Appraisals	9	Each	$3,000.00	$ 27,000.00
Mileage	Actual	Actual	Federal Rate	$ 1,500.00
Postage	Actual	Actual	Actual	$ 1,214.72
			l) TOTAL OTHER DIRECT COSTS	**$ 104,714.72**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 104,714.72
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 279,700.00**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Monument**

Project No. _____ Contract No. _____ Date **7/16/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate		**5 Year Contract Duration**
$	74,130.31	1316	=	$	56.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 56.33	+	5%	=	$ 59.15	Year 2 Avg Hourly Rate
Year 2	$ 59.15	+	5%	=	$ 62.10	Year 3 Avg Hourly Rate
Year 3	$ 62.10	+	5%	=	$ 65.21	Year 4 Avg Hourly Rate
Year 4	$ 65.21	+	5%	=	$ 68.47	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	1316.0	=	263.2	Estimated Hours Year 1
Year 2	50.00%	*	1316.0	=	658.0	Estimated Hours Year 2
Year 3	30.00%	*	1316.0	=	394.8	Estimated Hours Year 3
Year 4	0.00%	*	1316.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1316.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1316.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 56.33	*	263	=	$ 14,826.06	Estimated Hours Year 1
Year 2	$ 59.15	*	658	=	$ 38,918.41	Estimated Hours Year 2
Year 3	$ 62.10	*	395	=	$ 24,518.60	Estimated Hours Year 3
Year 4	$ 65.21	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 78,263.07	
			Direct Labor Subtotal before Escalation	=	$ 74,130.31	
			Estimated total of Direct Labor Salary Increase	=	**$ 4,132.76**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Joey Mendoza

Title *: Vice President

Signature:

Date of Certification: 7/14/2025

Email: jmendoza@monumentrow.com

Phone number: 949.378.0687

Address: 200 Spectrum Center Suite 300, Irvince CA 92618

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Right of Way Appraisals & Acquisition, Utility Coordination & Agreements

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Q3 Consulting**

Project No. _____ Contract No. _____ Date **9/30/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	McCarthy	44	$ 96.56	$ 4,248.64
Sr. PM	Candaele	324	$ 84.42	$ 27,352.08
Project Eng.	Tong	220	$ 51.90	$ 11,418.00
Design Eng.	Hemati	640	$ 39.00	$ 24,960.00
Admin	Rokhberg	56	$ 32.75	$ 1,834.00

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 69,812.72	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 1,897.51	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 71,710.23

INDIRECT COSTS

d) Fringe Benefits	(Rate: 91.98%)	e) Total Fringe Benefits [(c) x (d)]	$ 65,959.07	
f) Overhead & G&A	(Rate: 58.00%)	g) Overhead [(c) x (f)]	$ 41,591.93	
h) General & Admin	(Rate: 0%)	i) Gen & Admin [(c) x (h)]	$ -	
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		$ 107,551.00
FIXED FEE		k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	10%	$ 17,926.12

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	500	mi	$0.70	$ 350.00
Reprographics for meetings (36x48)	50	sheet	$9.00	$ 450.00
Hard Drive/Submittal to USACE	1	ea.	$300.00	$ 300.00
ODC 4				$ -
ODC 5				$ -
ODC 6				$ -
l) TOTAL OTHER DIRECT COSTS				**$ 1,100.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____
Subconsultant 8: _____

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 1,100.00
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 198,287.36**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Q3 Consulting**

Project No. _____ Contract No. _____ Date **9/30/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 69,812.72	1284	=	$ 54.37	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 54.37	+	3%	=	$ 56.00	Year 2 Avg Hourly Rate
Year 2	$ 56.00	+	3%	=	$ 57.68	Year 3 Avg Hourly Rate
Year 3	$ 57.68	+	3%	=	$ 59.41	Year 4 Avg Hourly Rate
Year 4	$ 59.41	+	3%	=	$ 61.20	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	1284.0	=	385.2	Estimated Hours Year 1
Year 2	50.00%	*	1284.0	=	642.0	Estimated Hours Year 2
Year 3	20.00%	*	1284.0	=	256.8	Estimated Hours Year 3
Year 4	0.00%	*	1284.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1284.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1284.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 54.37	*	385	=	$ 20,943.82	Estimated Hours Year 1
Year 2	$ 56.00	*	642	=	$ 35,953.55	Estimated Hours Year 2
Year 3	$ 57.68	*	257	=	$ 14,812.86	Estimated Hours Year 3
Year 4	$ 59.41	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 71,710.23	
			Direct Labor Subtotal before Escalation	=	$ 69,812.72	
			Estimated total of Direct Labor Salary Increase	=	**$ 1,897.51**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

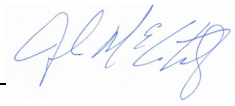
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: John McCarthy

Title *: Principal/Secretary

Signature: 

Date of Certification: 9/30/2025

Email: jmccarthy@q3consulting.net

Phone number: 949.259.6730

Address: 27051 Towne Centre Drive, Suite 270, Foothill Ranch, CA 92610

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- USACE No Regional Adverse Impact Study and Modeling
- Caltrans Local Hydraulic Study
- Hydrology & Hydraulic Report
- Public Transportation Project WQMP

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Ruth Villalobos & Associates, Inc.**

Project No. _____ Contract No. _____ Date **10/4/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Director	Ruth Villalobos	290	$ 100.00	$ 29,000.00
Env Project Manager	Juan Villalobos	393	$ 80.00	$ 31,440.00
Section 408	Priyo Majumdar	444	$ 75.00	$ 33,300.00
Senior Biologist/Permitting	Miranda Villalobos	892	$ 65.00	$ 57,980.00
Biologist/Permitting	Justinne Manahan	1300	$ 48.00	$ 62,400.00
Biologist	Zach Jensen	400	$ 41.00	$ 16,400.00
PM Assistant/Admin	Ali Razo	96	$ 65.00	$ 6,240.00

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 236,760.00	
b) Anticipated Salary Increases (see page 2 for calculation)	$ 13,199.37	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 249,959.37

INDIRECT COSTS

d) Fringe Benefits (Rate:)	e) Total Fringe Benefits [(c) x (d)]	$ -	
f) Overhead & G&A (Rate: 120.00%)	g) Overhead [(c) x (f)]	$ 299,951.24	
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	$ -	
	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 299,951.24

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 54,991.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	5000	per mile	$0.30	$ 1,500.00
Reproduction (documents)	750	per page	$0.25	$ 187.50
ODC 3				$ -
ODC 4				$ -
ODC 5				$ -
ODC 6				$ -
l) TOTAL OTHER DIRECT COSTS				**$ 1,687.50**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:
Subconsultant 2:
Subconsultant 3:
Subconsultant 4:
Subconsultant 5:
Subconsultant 6:
Subconsultant 7:
Subconsultant 8:

m) TOTAL SUBCONSULTANTS' COSTS	**$0**
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 1,687.50
TOTAL COST [(c) + (j) + (k) + (n)]	**$ 606,589.18**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Ruth Villalobos & Associates, Inc.**

Project No. _____ Contract No. _____ Date **10/4/2025**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 236,760.00		3815	=	$ 62.06	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 62.06	+	5%	=	$ 65.16	Year 2 Avg Hourly Rate
Year 2	$ 65.16	+	5%	=	$ 68.42	Year 3 Avg Hourly Rate
Year 3	$ 68.42	+	5%	=	$ 71.84	Year 4 Avg Hourly Rate
Year 4	$ 71.84	+	5%	=	$ 75.43	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	3815.0	=	763.0	Estimated Hours Year 1
Year 2	50.00%	*	3815.0	=	1907.5	Estimated Hours Year 2
Year 3	30.00%	*	3815.0	=	1144.5	Estimated Hours Year 3
Year 4	0.00%	*	3815.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3815.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3815.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 62.06	*	763	=	$ 47,352.00	Estimated Hours Year 1
Year 2	$ 65.16	*	1908	=	$ 124,299.00	Estimated Hours Year 2
Year 3	$ 68.42	*	1145	=	$ 78,308.37	Estimated Hours Year 3
Year 4	$ 71.84	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 249,959.37	
			Direct Labor Subtotal before Escalation	=	$ 236,760.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 13,199.37**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Juan Villalobos

Title *: Principal

Signature:

Date of Certification: 10/4/2025

Email: jvillalobos@rvacorp.com

Phone number: (909)289-0621

Address: 3602 Inland Empire Blvd, Suite C310, Ontario, CA 91764

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

USACE Coordination & Permitting; Biological Resources

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit "D-1".

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "D-1"

SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish
Pine Avenue Connector / Bridge		1280	16-Sep-25	12-Aug-30
A1000	Notice to Proceed	0		16-Sep-25*
Project Management & Administration		20	16-Sep-25	13-Oct-25
A1010	Project Management Plan	20	16-Sep-25	13-Oct-25
A1015	Quality Management System Manual	20	16-Sep-25	13-Oct-25
A1020	Baseline Project Controls	10	16-Sep-25	29-Sep-25
Project Approval / Environmental Document (PA/ED) Phase		1130	14-Oct-25	11-Feb-30
Data Collection & Preliminary Engineering		160	14-Oct-25	25-May-26
A1030	Survey, Right of Way, and Utility Base Mapping	60	14-Oct-25	05-Jan-26
A1040	Traffic Data Collection & Traffic Analyses	100	11-Nov-25	30-Mar-26
A1050	Preliminary Roadway Plans	40	06-Jan-26	02-Mar-26
A1060	Preliminary Bridge Plans	40	17-Feb-26	13-Apr-26
A1065	Structure Type Selection Report	20	14-Apr-26	11-May-26
A1070	Preliminary Foundation Report	30	06-Jan-26	16-Feb-26
A1080	Preliminary Hydraulics Report	30	14-Apr-26	25-May-26
A1090	30% Submittal	0		25-May-26
Caltrans Local Assistance Coordination		90	12-May-26	14-Sep-26
A1100	Caltrans LAPM Field Review	0		22-Jun-26
A1110	Caltrans Structure Type Selection Report Review	90	12-May-26	14-Sep-26
Environmental / Permitting		950	23-Jun-26	11-Feb-30
A1120	Preliminary Environmental Study (PES)	50	23-Jun-26	31-Aug-26
A1130	Environmental Surveys & Technical Studies	200	01-Sep-26	07-Jun-27
A1140	CEQA EIR / NEPA Document Preparation	450	08-Jun-27	26-Feb-29
A1150	Environmental Clearance	0		26-Feb-29
A1160	Section 400/1600 Permits (Borings & Potholing)	200	18-Jan-28	24-Oct-28
A1170	Section 401/404/408/1602 Permits (Construction)	250	27-Feb-29	11-Feb-30
Plans, Specifications & Estimates (PS&E) Phase		470	24-Oct-28	12-Aug-30
A1180	60% Plans & Cost Estimates	150	27-Feb-29	24-Sep-29
A1185	Reports (Geotechnical, Hydrology & Hydraulics, Etc.)	200	24-Oct-28	30-Jul-29
A1190	QA/QC Activities (Level 1 Internal & Level 2 Interdisciplinary)	20	25-Sep-29	22-Oct-29
A1200	60% Submittal	0		22-Oct-29
A1210	90% Submittal	0		25-Feb-30
A1220	100% Submittal	0		20-May-30
A1230	E-76 for Construction	40	18-Jun-30	12-Aug-30
A1240	Issued for Bid Submittal	0		12-Aug-30
Right of Way (ROW) Phase		340	27-Feb-29	17-Jun-30
A1250	E-76 for Right of Way	40	27-Feb-29	23-Apr-29
A1260	Right of Way Appraisals & Acquisitions	300	24-Apr-29	17-Jun-30
A1270	Utility Notifications & Relocation Agreements	150	24-Apr-29	19-Nov-29
A1280	Right of Way Certification	0		17-Jun-30

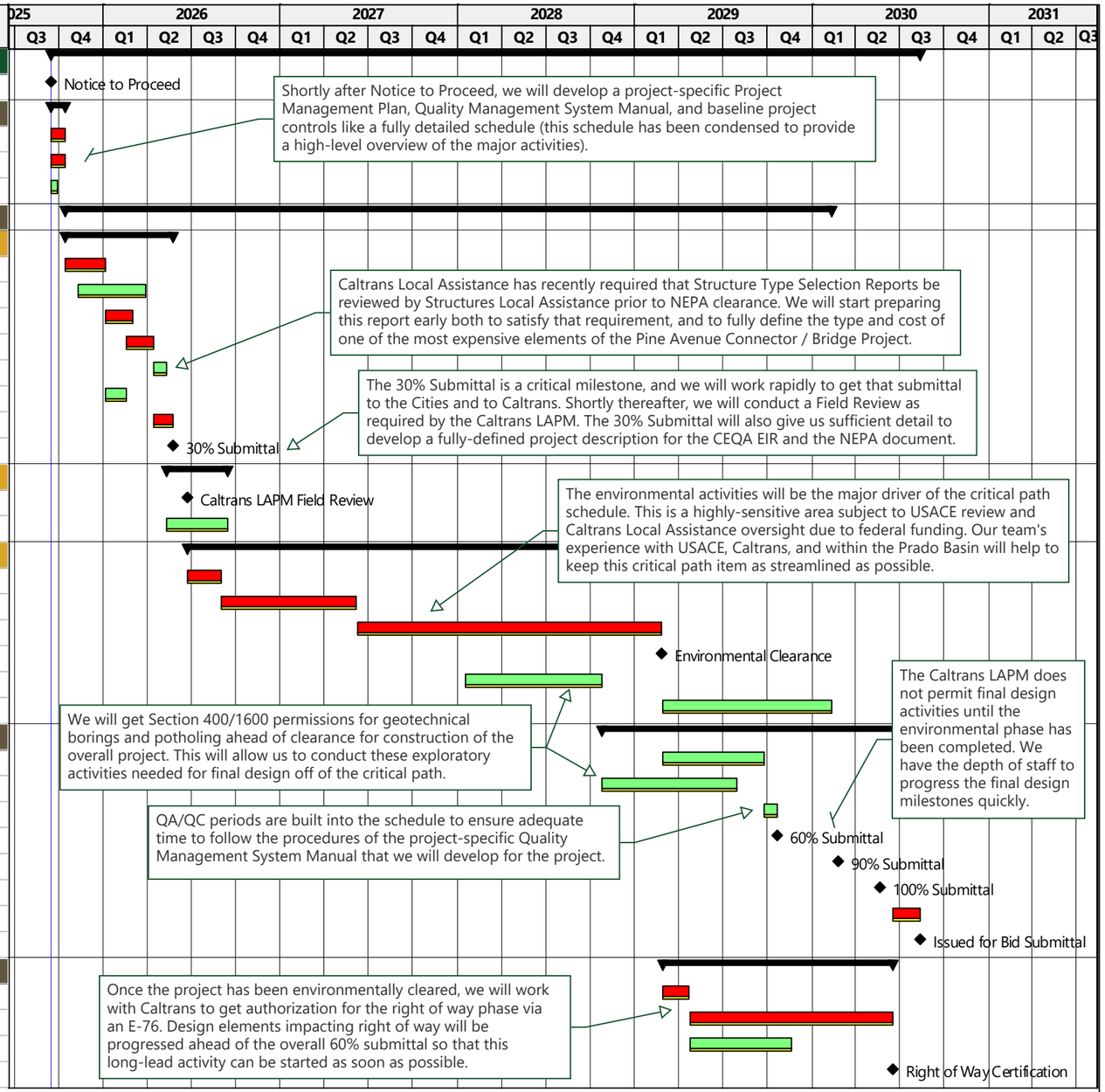


EXHIBIT "E"
TITLE VI ASSURANCES
APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "E"

TITLE VI ASSURANCES

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

EXHIBIT "E"
TITLE VI ASSURANCES

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT "F"

PROMPT PAYMENT CERTIFICATION FORM

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt ($)	(6) Total DBE Commitment Amt ($)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment ($)	(16) Amount Paid To Sub to Date ($)	(17) Total Committed to This Subcontractor ($)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
				Totals	$0.00	$0.00	$0.00			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature _____ (22) Date _____

(25) Prime Contractor Manager's Name _____ (26) Phone _____

Local Agency certifies that all information in this form is complete and verified.

(23) Local Agency Representative's Signature _____ (24) Date _____

(27) Local Agency Representative 's Name _____ (28) Phone _____

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

The budget adjustment includes an additional appropriation of $2,322,542 from the Citywide Circulation DIF Fund (220) to address increased costs associated with Euclid Avenue change orders and additive work with a budget reduction of ($338,775) from the Preserve DIF Fund 260. The Merrill Avenue portion of the project is anticipated to close with a surplus of $338,775, which will be returned to the Preserve Circulation DIF fund balance as summarized in the table below.

Funding Source	Original Budget	Budget Appropriation-Amendment	Revised Project Budget
Scannell Deposit Fund 320-35335	$4,764,984	$0.00	$4,764,984
Preserve DIF (Fund 260)	$5,613,104	($338,775)	$5,274,329
Citywide DIF (Fund 220)	$2,021,986	$2,322,542	$4,344,528

Funding Source	Original Budget	Budget Appropriation-Amendment	Revised Project Budget
Euclid Deposits Fund 220-24270	$3,309,027	$0.00	$3,309,027
Total Budget	**$15,709,101**	**$1,983,767**	**$17,692,868**

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-R2501/2601000-R2501/2201000-r2501
Transfer In: 3201000-50000	Transfer Out: 2201000-40001

BACKGROUND

On October 27, 2020, the City of Ontario Planning Commission approved Parcel Map No. 20016. The subdivision includes seven numbered lots and one lettered lot totaling approximately 80.65 acres, proposed by Euclid Land Venture, LLC ("Developer"). The project consists of an industrial and business park featuring seven warehouse buildings ranging from 43,400 to 1,099,000 square feet (sf), totaling up to 1,676,000 sf of warehouse and office uses ("Project"). The Project area is bounded by Eucalyptus Avenue to the north, Sultana Avenue to the east, Merrill Avenue to the south, and Euclid Avenue to the west, within the Ontario Ranch Business Park Specific Plan area (Exhibit A).

Under the conditions of project approval and the Development Agreement between the Developer and the City of Ontario, the Developer was required to design and construct public improvements along the north side of Merrill Avenue within the Ontario city limits. These improvements included full-width ultimate street improvements (curb, gutter, sidewalk, landscaping, and streetlights) as part of the Merrill Avenue widening.

The Developer was also conditioned to construct certain public improvements along the south side of Merrill Avenue within the City of Chino, adjacent to Chino Airport. These improvements included roadway pavement, signing and striping, curb and gutter, ADA ramps, and storm drain catch basins. The conditioned improvements did not include sidewalks, landscaping, or streetlights, as these elements were not part of Ontario's negotiated conditions of approval. The estimated cost for these conditioned improvements is $7,015,250, inclusive of a 10% contingency and 25% soft costs.

On October 18, 2022, the Developer entered into a Public Improvement Agreement with the City of Chino, providing the required securities to guarantee completion of the conditioned improvements (Exhibit B).

Subsequently, the City and Developer mutually agreed to expand the Merrill Avenue scope to include additional improvements such as traffic signal interconnect, sidewalks, landscaping, and streetlights (beyond those required by the City of Ontario's conditions of approval). The estimated cost for the additional improvements is $3,362,838, including 10% contingency and 25% soft costs.

The City received $5.0 million from the Scannell/FedEx project, earmarked for enhancements along the Chino Airport perimeter, primarily Merrill Avenue. A portion of these funds supported a comprehensive airport right-of-way survey, critical for implementing full-width improvements. The remaining Scannell developer deposit is allocated toward sidewalk, landscape, and streetlight improvements along the south side of Merrill Avenue.

As part of the project approval, the Developer was also required to design and construct improvements on Euclid Avenue between Merrill and Eucalyptus Avenues within the City of Chino. These improvements include median construction and traffic mitigation work.

Over the years, developments along the Euclid Avenue corridor north of Kimball Avenue have contributed in-lieu-of-construction fees for the median and widening improvements. The City

intends to utilize these deposits to offset costs associated with the Euclid Avenue work, estimated at $5,331,013, including contingencies and soft costs. While the deposits do not fully cover the City's share, the remaining costs are being offset through the Citywide Circulation DIF program, which will be updated to include the Euclid Avenue median north of Kimball Avenue so that it's consistent with The Preserve DIF program, which already contains the Euclid median south of Kimball Avenue.

As a result, the total estimated cost for the Merrill Avenue and Euclid Avenue improvements is $15,709,100.

On June 10, 2024, staff presented an informational update to the Infrastructure Committee outlining the Merrill and Euclid Avenue improvements, right-of-way coordination with San Bernardino County, and the forthcoming construction reimbursement agreement. The Committee expressed no objections to the proposed approach.

On July 30, 2024, the City and Developer executed a Construction Reimbursement Agreement (Exhibit C), establishing the framework for reimbursing the Developer for eligible improvement costs. Per the Agreement, the City's Preserve and Citywide Circulation DIF programs shall fund any costs not covered by developer deposits, consistent with Chapters 3.40 and 3.45 of the Chino Municipal Code.

Per the City's DIF Ordinance, when a developer constructs a public facility identified in the Nexus Report, they are entitled to reimbursement for eligible construction costs through an executed reimbursement agreement with the City.

ISSUES/ANALYSIS

The Merrill Avenue and Euclid Avenue improvements are nearing completion. On September 30, 2025, staff provided an update to the Infrastructure and Streets Committee outlining project progress, current expenditures, and the anticipated budget adjustment needed to close out the construction phase.

Under the DIF Construction and Reimbursement Agreement with the Developer, the project's not-to-exceed budget was established at $15.7 million, supported by four primary funding sources:

- Merrill Avenue Improvements: Scannell/FedEx Deposit and Preserve Circulation DIF
- Euclid Avenue Median Improvements: Citywide Circulation DIF and Euclid Avenue in-lieu-of-construction deposits

To date, the City has processed nine progress payments totaling approximately $15.4 million. Throughout construction, City staff and the developer worked closely together to review change orders, evaluate cost impacts, and track expenditures to ensure the project remained in compliance with the reimbursement agreement.

Following a detailed cost reconciliation, the total estimated actual cost for the Merrill Avenue and Euclid Avenue improvements is now projected at $17.69 million, an increase of approximately $1.98 million from the original budget, as detailed in the Fiscal Impact section of this report.

Several factors contributed to the overall cost increase:

- Reconstruction of an existing 24-inch City domestic water line along Bon View Avenue north of Merrill Avenue to resolve a utility conflict with a planned master storm drain improvement.
- Removal of an unforeseen concrete base layer within Euclid Avenue right-of-way that conflicted with the proposed project improvements.
- Expansion of the street pavement rehabilitation limits to include southbound No. 2 Lane on Euclid Avenue between Eucalyptus Avenue and Merrill Avenue.
- Installation of additional concrete pavement at the intersections of Euclid Avenue with both Eucalyptus Avenue and Merrill Avenue.

These increases were partially offset by savings in other areas, including reduced traffic signal interconnect work, unused contingency funds, and the developer's ability to maintain 2022-unit pricing with All American Asphalt. This helped limit escalation despite rising material and labor costs throughout construction.

Completion of the Merrill Avenue and Euclid Avenue Improvement Project represents a major step forward in improving circulation and connectivity in the southern portion of the City. The project delivers full-width street improvements, upgraded utilities, landscaped parkways, and new safety enhancements along one of Chino's most visible corridors.

As construction nears completion, staff may coordinate with the developer to reduce the performance and labor bonds to cover only the remaining work associated with the Chino Airport perimeter, including landscaping, sidewalk, streetlights, and other related frontage improvements along the south side of Merrill Avenue. Once this remaining work is completed, staff will return to the City Council for formal acceptance of the public improvements, at which time final retention will be released to the developer.

Staff and the developer have worked collaboratively from design through construction to manage costs, coordinate field changes, and minimize escalation. The outcome reflects a well-coordinated effort that strengthens the City's transportation network, enhances the appearance of the Airport corridor, and supports Chino's long-term infrastructure and economic development goals.

Attachments:

Exhibit A – Location Map, PM 20016
Exhibit B – Fully Executed Public Improvement Agreement
Exhibit C – Construction and Reimbursement Agreement
Exhibit D – Amendment No. 1 Construction and Reimbursement Agreement

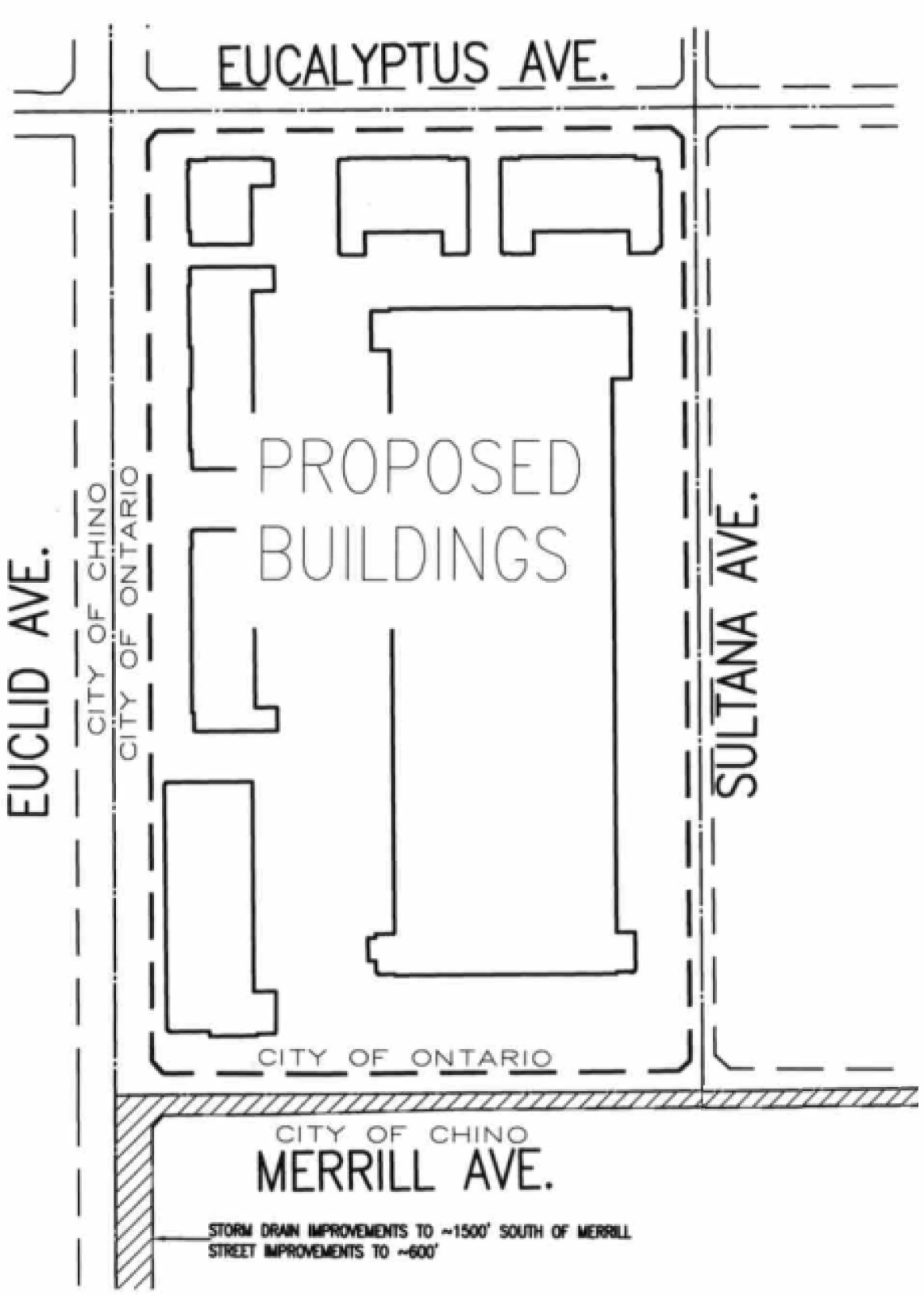


Exhibit A

REDA Project

Contract #2023-159
Approved: 10/18/2022

PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

EUCLID LAND VENTURE, LLC

PUBLIC IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

EUCLID LAND VENTURE, LLC

Agreement Date: October 18, 2022

Developer Name: Euclid Land Venture, LLC

Description: Euclid Land Venture, LLC to construct the Ontario Ranch Business Park (ORBP) consisting of eleven parcels totaling 80.653 acres in the City of Ontario located east of Euclid Avenue, north of Merrill Avenue, west of the unimproved right-of-way of Sultana Avenue and south of Eucalyptus Avenue.

Estimated Total Cost of Improvements: $6,241,300.00

Security:

Bond No.: _____

Surety: _____

Designees for the Service of Written Notice:

CITY:	**DEVELOPER**
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417	Euclid Land Venture, LLC Attn: Jeff Johnston 4450 MacArthur Boulevard, Suite 100 Newport Beach, California 92660 (949) 945-6809 jjohnston@redallc.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 18th day of October, 2022, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Euclid Land Venture, LLC ("DEVELOPER").

RECITALS

A. Developer is the owner of certain real property located in the City of Ontario, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A", which Developer proposes to develop and construct certain works of improvement thereon, as hereafter set forth.

B. Developer has applied for and received City of Ontario approval to construct warehouse buildings for the Ontario Ranch Business Park, located north of Chino. (the "Project").

C. The City desires to assure that certain public infrastructure improvements proposed for the Project and located in the City of Chino will be constructed in a good workmanlike manner and in accordance with all applicable laws, statues, ordinances, resolutions and regulations now in force and effect in the City of Chino and the State of California, all of which are incorporated herein.

D. The Developer acknowledges familiarity with the various requirements for public improvements contained in the Chino Municipal Code and agrees to comply therewith.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference, Developer agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto as well as the work identified in the plans listed in the Drawing Log as a part of Exhibit B (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement, together with all related documents, (the "Plans"). The estimated construction cost for the Works of Improvement is $6,241,281.75.

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

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

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

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

1.5. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order reasonable extra work or may make reasonable changes consistent with the original intended scope of work by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. These changes shall not significantly expand the scope of work originally intended under the Plans, without Developer's written approval. The City Engineer shall notify Developer or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Developer or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Developer shall mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.6. Defective Work. Developer shall repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

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

1.8. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all

questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Developer and its contractor.

1.9. Documents Available at the Site. Developer shall keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

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

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

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

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

1.12. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Developer's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Developer and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.13. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent

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

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

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

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

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

1.16. Developer's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Developer shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations or construction of the hours, dates and duration of any planned construction activities.

1.17. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Developer shall replace or repair all Works of Improvements, public property, public utility facilities, and

surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Developer, prior to the recordation of the Notice of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

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

2. Time for Performance.

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

2.2. Liquidated Damages for Delays. The proposed full closure of Merrill Avenue between Euclid Avenue and Stearman Drive for the purposes of constructing storm drain facilities shall be limited to a 60 day period. Subject to Section 2.3 below, Developer shall be liable for and shall pay to the City the sum of Five Thousand Dollars ($5,000) as liquidated damages for each day of delay in the opening of Merrill Avenue to vehicle travel in both east and west directions if such opening is delayed beyond such 60 day period for the completion of such storm drain work. City and Developer acknowledge and agree that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by City as a result of such delay by Developer, and agree that the aforementioned damages for each day of delay is a reasonable approximation thereof.

2.3. Force Majeure. Notwithstanding the provisions of Sections 2.1 and 2.2, Developer's time for commencement and completion of the Works of Improvement hereunder shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including without limitation and to the extent applicable adverse weather conditions, flood, earthquakes, fire, acts of God or of a public enemy, strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefor, pandemics, acts or failures to act of a public agency (including City), delay

in issuance of permits, approvals or inspections, utility company delays, unknown utility conflicts, unforeseen adverse soils conditions, required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination after consultation with Developer regarding the length of any extension of time for commencement and/or completion of the Works of Improvement.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted. It is expressly acknowledged by City that there are multiple scopes of work involved with these improvements, some of which occur in the City of Ontario, and that certain work in the City of Chino that is connected to work in the City of Ontario will not be completed until such work can be performed jointly, which may produce gaps in timing of work sequence. Certain work must necessarily be completed in City of Ontario before certain work can be completed in City of Chino, and such gap in timing shall not be considered an abandonment.

3. Labor.

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

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

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

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

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

4. Security.

4.1. Required Security.

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

(i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $6,241,300.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $3,120,600.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $624,100.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

Engineer's acceptance of a replacement security, the former security shall be released by the City.

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

4.4. Letters of Credit.

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

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

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

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

5.3. Payment of Development Impact Fees. N/A

6. Acceptance of Offers of Dedication. N/A

7. Warranty of Work. Developer shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15)

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

8. Default.

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

(a) Subject to Section 2.3, Developer's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subject to Section 2.3, Developer's failure to timely complete construction of the Works of Improvement;

(c) Subject to Section 2.3, Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work; however, Developer's work in City of Ontario which is necessary to continue and complete work in City of Chino shall be considered as proper performance of construction work and not a failure in timing;

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

(e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Developer's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Developer fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the

Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Developer hereunder, the Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Developer fails to perform any obligation under this Agreement, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Developer's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Developer shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Developer.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence or willful misconduct of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a

consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Developer shall not be responsible for routine maintenance. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Developer shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Developer's Indemnity of Project Approval. Developer shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Project. The City shall promptly notify the Developer of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.

11. Insurance Requirements. Developer, at Developer's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage with a $50,000.00 deductible:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage with a $50,000.00 deductible:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Developer:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of

permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty. (Not applicable – Developer is not dedicating any property to City.)

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Developer's right, title, and interest in and to the Property and any portion thereof. Developer hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Developer in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Developer to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Developer's responsibilities with regard to this Agreement, (the "Replacement Developer"), the rights and obligations of this Agreement shall transfer to the Replacement Developer; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Developer as a condition of the City's approval of this Agreement, shall remain Developer's responsibility to maintain until such time as Developer and its Replacement Developer enter into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement, at which time Developer's Security Instruments shall be released and Developer shall thereafter have no obligations hereunder. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

13.4. Developer is Not Agent of City. Neither Developer nor Developer's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Developer's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Developers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, including the execution and delivery of counterparts via electronic means without the need to exchange original signatures, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Nicholas S. Liguori, AICP
Development Services Director

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: _____
Jeffrey G. Johnston
Senior Vice President

CITY OF CHINO

Linda Reich, City Manager

Dated: 11-1-22

ATTEST:

By: _____
Angela Robles, City Clerk

Dated: 11-9-2022

DocuSign Envelope ID: 6E1CCABC-FFC8-4E11-B913-E4BB03D8D40F

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

DocuSigned by:
Fred Galante
7D0F5E4E9D9F405...
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

N. Liguori
Nicholas S. Liguori, AICP
Development Services Director

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: _____
Jeffrey G. Johnston
Senior Vice President

CITY OF CHINO

_____
Linda Reich, City Manager

Dated: _____

ATTEST:

By: _____
Angela Robles, City Clerk

Dated: _____

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On 9-20-22 before me, DANA D'ANGELO, NOTARY PUBLIC
(insert name and title of the officer)

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

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

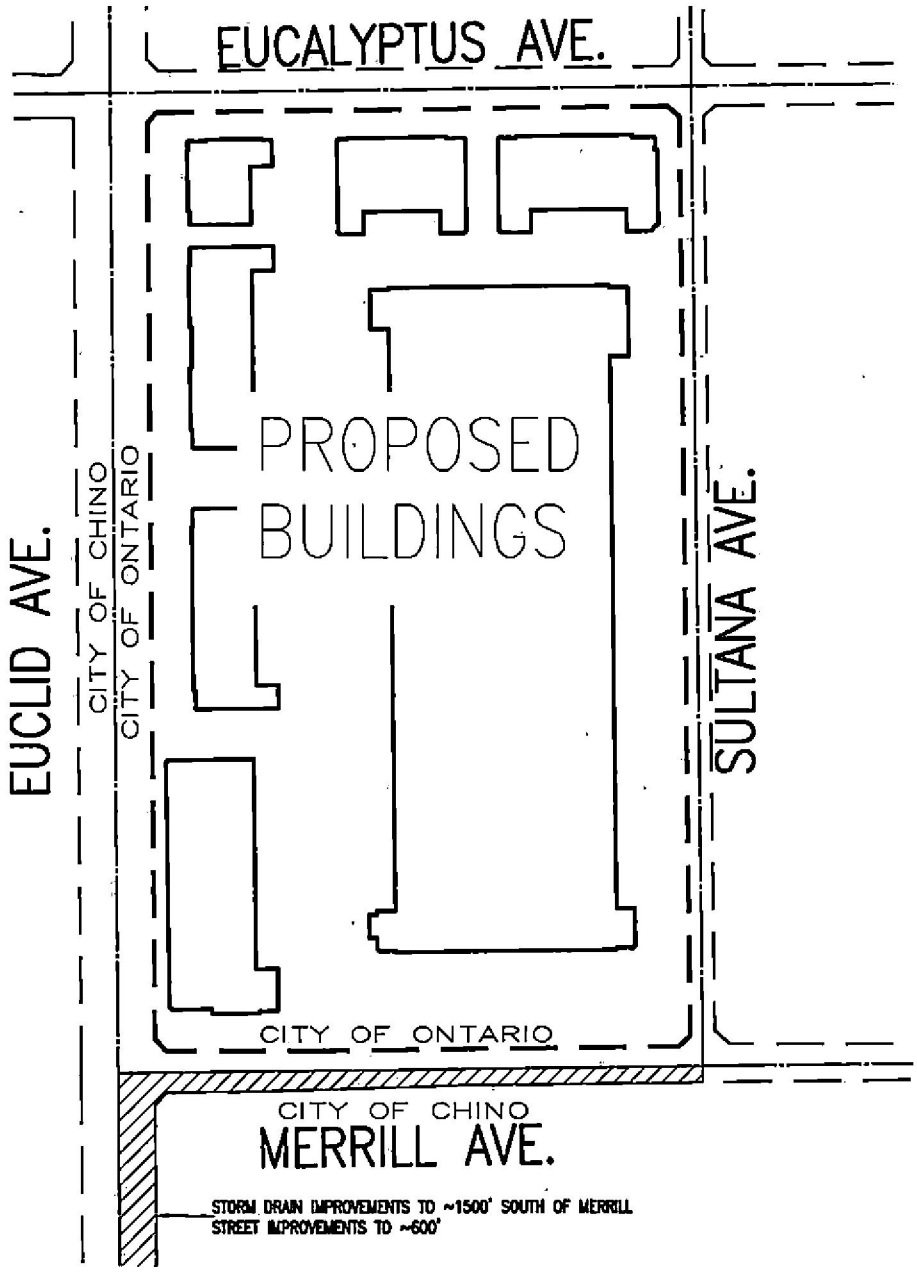
WITNESS my hand and official seal.

Signature _____ (Seal)

DANA D'ANGELO
COMM. #2394774
Notary Public - California
Orange County
My Comm. Expires Feb. 23, 2026

NRO1 NRO1

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"

WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. N/A

F. N/A

G. N/A

H. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

I. Installation of concrete curbs, gutters, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

J. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

K. Street signs at intersections per the City Standards.

L. Installation of approved landscaping (plants and materials).

M. Setting monuments as required by the State Code.

The Developer shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work, in accordance with Section 1.5 of the Agreement.

See Drawing Log (following herein) of approved Plans for work to be built in City of Chino.

Drawing Log

(Plans by WestLAND Group, Inc.)

Title: **Street Improvement Plans**

For: **Euclid Avenue (SR-83) 840' south of Merrill Avenue to 835' north of Eucalyptus Avenue**

Sheet #	Sheet Name	Sheet Date
1	Title Sheet	7/20/2022
2	Sheet Index and Typical Sections	7/19/2022
3	Plan & Profile - Euclid Avenue - 840' South to 345' North of Merrill Avenue	7/20/2022
4	Plan & Profile - Euclid Avenue - 345' North of Merrill Avenue to 1146' South of Eucalyptus Avenue	7/20/2022
5	Plan & Profile - Euclid Avenue - 1146' South of Eucalyptus Avenue to 104' North of Eucalyptus Avenue	7/20/2022
6	Plan & Profile - Euclid Avenue - 104' North of Eucalyptus Avenue to 871' North of Eucalyptus Avenue	7/20/2022
7	Details and Cross Sections	7/20/2022
8	Street Transition Details	7/19/2022
9	Concrete Pavement Details - Euclid Avenue and Merrill Avenue	7/19/2022

Title: **Street Improvement Plans**

For: **Parcel Map 20016 Merrill Avenue, Eucalyptus Avenue, & Sultana Avenue**

Sheet #	Sheet Name	Sheet Date
1	Title Sheet	4/5/2022
2	Sheet Index	4/5/2022
3	Merrill Avenue - From 128' East of Euclid Ave to 1100' East of Euclid Ave	4/5/2022
4	Merrill Avenue - From 1100' East of Euclid Ave to 2300' East of Euclid Ave	4/5/2022
5	Merrill Avenue - From2300' East of Euclid Ave to 3425' East of Euclid Ave	4/5/2022
6	Merrill Avenue - From 3425' East of Euclid Ave to 4600' East of Euclid Ave	4/5/2022
7	Merrill Avenue - From 4600' East of Euclid Ave to 5800' East of Euclid Ave	4/5/2022
8	Merrill Avenue - From 5800' East of Euclid Ave to 6509' East of Euclid Ave	4/5/2022
9	Eucalyptus Avenue - From 130' East of Euclid Ave to 960' East of Euclid Ave	4/5/2022
10	Eucalyptus Avenue - From 960' East of Euclid Ave to 654' East of Sultana Ave	4/5/2022
11	Sultana Avenue - From Merrill Ave to 1100' North of Merrill Avenue	4/5/2022
12	Sultana Avenue - From 1100' North of Merrill Avenue to 2150' North of Merrill Ave	4/5/2022
13	Sultana Avenue - From 2150' North of Merrill Ave to Eucalyptus Ave	4/5/2022
14	Details	4/5/2022
15	Merrill Avenue Driveway Details	4/5/2022
16	Merrill Avenue Local Depression Details	4/5/2022
17	Concrete Pavement Plan - Merrill Avenue from 130' E/O Euclid Avenue to 300' E/O Euclid Ave	4/5/2022
18	Concrete Pavement Plan - Merrill Avenue from 300' E/O Euclid Avenue to 475' E/O Euclid Ave	4/5/2022
19	Concrete Pavement Plan - Merrill Avenue from 1,521' E/O Euclid Avenue to 1,800' E/O Euclid Ave	4/5/2022
20	Concrete Pavement Plan - Merrill Avenue from 1,800' E/O Euclid Avenue to 2,000' E/O Euclid Ave	4/5/2022

Sheet #	Sheet Name	Sheet Date
21	Concrete Pavement Plan - Merrill Avenue from 2,824' E/O Euclid Avenue to 3,100' E/O Euclid Ave	4/5/2022
22	Concrete Pavement Plan - Merrill Avenue from 3,100' E/O Euclid Avenue to 3,338' E/O Euclid Ave	4/5/2022
23	Concrete Pavement Plan - Merrill Avenue from 4,162' E/O Euclid Avenue to 4,400' E/O Euclid Ave	4/5/2022
24	Concrete Pavement Plan - Merrill Avenue from 4,400' E/O Euclid Avenue to 4,640' E/O Euclid Ave	4/5/2022

Title: **Storm Drain Improvement Plan**
For: **Parcel Map 20016 Eucalyptus Avenue, Merrill Avenue & Sultana Avenue**

Sheet #	Sheet Name	Sheet Date
1	Title Sheet	6/6/2022
2	Index/System Map	6/6/2022
3	Eucalyptus Ave - From Euclid Ave to 900' East of Euclid Ave	6/6/2022
4	Eucalyptus Ave - From 900' East of Euclid Ave to Sultana Ave	6/6/2022
5	Sultana Ave - From Merrill Ave to 800' North of Merrill Ave	6/14/2022
6	Sultana Ave - From 800' North of Merrill Ave to 1400' North of Merrill Ave	6/14/2022
7	Merrill Ave - From Euclid Ave to 800' East of Euclid Ave	6/14/2022
8	Merrill Ave - From 800' East of Euclid Ave to 160' East of Sultana Ave	6/14/2022
9	Merrill Ave - From 160' East of Sultana Ave to 260' West of Campus Ave	6/6/2022
10	Merrill Ave - From 260' West of Campus Ave to 640' East of Campus Ave	6/6/2022
11	Merrill Ave - From 640' East of Campus Ave to 220' East of Bon View Ave	6/6/2022
12	Merrill Ave - From 220' East of Bon View Ave to 1300' East of Bon View Ave	6/6/2022
13	Merrill Ave - From 1300' East of Bon View Ave to 1650' East of Bon View Ave	6/14/2022
14	Eucalyptus Ave - Lateral Details B-1 to B-9 & D-18 & D-19	6/15/2022
15	Merrill Ave - Lateral Details D-1 to D-15, F-1 to F-3, Line E and D Bon View Ave	6/14/2022
16	Sultana Ave - Lateral Profiles C-1 to C-6	6/14/2022
17-18	CDS Details	6/15/2022
19-24	Details	6/6/2022

Title: **Storm Drain Improvement Plan**
For: **Parcel Map 20016 Eucalyptus Avenue, Merrill Avenue & Sultana Avenue**

Sheet #	Sheet Name	Sheet Date
1	Title Sheet	6/16/2022
2	Sheet Index and Typical Sections	6/3/2022
3	Euclid Avenue - From Merrill Ave to 912' North of Merrill Ave	6/16/2022
4	Euclid Avenue - From 912' North of Merrill Ave to 1812' North of Merrill Ave	6/16/2022
5	Euclid Avenue - From 1812' North of Merrill Ave to Eucalyptus Ave	6/16/2022
6	Euclid Avenue - From 2171' to 3071' North of Kimball Ave	6/8/2022
7	Euclid Avenue - From 3071' North of Kimball Ave to 1310' South of Merrill Ave	6/16/2022
8	Euclid Avenue - From 1310' South of Merrill Ave to 590' South of Merrill Ave	6/16/2022
9	Euclid Avenue - From 590' South of Merrill Ave to Merrill Ave	6/16/2022
10	CDS & Utility Crossing Details	6/16/2022
11--21	Details	6/3/2022

EXHIBIT "C"

ENGINEERING COST ESTIMATES

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	LS	Traffic Control (5% of construction cost)	5%	$ 135,047.68
	LS	Clear & Grub Site (5% of construction cost)	5%	$ 135,047.68
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 300.00	$ -
2939	CY	AC Pavement Removal	$ 100.00	$ 293,900.00
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 135,047.68
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
136936	SF	Preparation of Subgrade	$ 1.00	$ 136,936.00
6328	LF	PCC 8" Curb & 24" Gutter	$ 23.00	$ 145,544.00
3181	LF	PCC Curb Only	$ 20.00	$ 63,620.00
130	LF	8" A.C. Berm	$ 20.00	$ 2,600.00
	SF	8" PCC Cross Gutter	$ 11.00	$ -
	SF	4" PCC Sidewalk	$ 5.80	$ -
7984	SF	6" PCC Thick Drive Approach	$ 7.40	$ 59,081.60
	SF	8" PCC Thick Drive Approach	$ 9.00	$ -
1225	LF	2" x 6" Redwood Header	$ 5.00	$ 6,125.00
	EA	Street Sign	$ 475.00	$ -
33	EA	Traffic Sign and Post	$ 400.00	$ 13,200.00
	EA	Reflector Sign and Post	$ 175.00	$ -
52	EA	Painted Legend	$ 6.50	$ 338.00
	SF	Prime or Tack Coat	$ 0.05	$ -
57187	SF	PCC Pavement	$ 5.00	$ 285,935.00
	TON	AC Variable - <300T	$ 90.00	$ -
11371	TON	AC Variable - >300T	$ 80.00	$ 909,680.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	TON	CAB Variable - <300T	$ 75.00	$ -
7372	TON	CAB Variable - >300T	$ 65.00	$ 479,180.00
5	EA	Adjust Sewer Manhole to Grade	$ 665.00	$ 3,325.00
	LS	Mobilization	5%	$ 135,047.68
	EA	Adjust Sewer Cleanout to Grade	$ 350.00	$ -
10	EA	Adjust Water Valve to Grade	$ 265.00	$ 2,650.00
	EA	Street Light (City Owner)	$ 6,700.00	$ -
	EA	Lot Monument Setting Fee	$ 550.00	$ -
5000	LF	Sawcut A.C.	$ 3.00	$ 15,000.00
	LF	Sawcut Concrete	$ 3.00	$ -
5150	SF	Cold Plan A.C (5 foot wide)	$ 0.28	$ 1,442.00
	LF	Signing & Striping for		
7650		Arterial	$ 19.00	$ 145,350.00
		Collector	$ 13.00	$ -
		Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 250,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 50,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
837		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ 29,295.00
2358		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 44.00	$ 103,752.00
	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: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 10.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 400,000.00	$ -
	SF	Track Crossing (Concrete)	$ 150.00	$ -
	SF	Approach	$ 2.25	$ -
1	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 4,000.00
	EA	Traffic Signal Loops	$ 400.00	$ -
		STREET SUBTOTAL		$ 3,241,144.32

PROJECT ADDITIVES		***Project Contingencies***	10%	$ ***324,114.43***
		Construction Staking	3%	$ ***97,234.33***
		Soils Testing	1%	$ ***32,411.44***
		Material Testing	1%	$ ***32,411.44***
		Construction Inspection	2%	$ ***64,822.89***
		Contract Administration	1%	$ ***32,411.44***

GRAND TOTAL STREETS ONLY	$	**3,824,550.30**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 75.00	$ -
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
	EA	8" Gate Valve	$ 2,000.00	$ -
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
		WATER SUBTOTAL		$ -

PROJECT ADDITIVES		***Project Contingencies***	10%	$ -
		Construction Staking	3%	$ -
		Soils Testing	1%	$ -
		Material Testing	1%	$ -
		Construction Inspection	2%	$ -
		Contract Administration	1%	$ -

GRAND TOTAL WATER ONLY	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 45.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 60.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 75.00	$ -
	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 90.00	$ -
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 105.00	$ -
	EA	6" Gate Valve	$ 1,500.00	$ -
	EA	8" Gate Valve	$ 2,000.00	$ -
	EA	10" Gate Valve	$ 2,400.00	$ -
	EA	12" Gate Valve	$ 2,800.00	$ -
	EA	16" Gate Valve	$ 3,800.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 6" per City Std.	$ 4,500.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -

PROJECT ADDITIVES		***Project Contingencies***	10%	$ -
		Construction Staking	3%	$ -
		Soils Testing	1%	$ -
		Material Testing	1%	$ -
		Construction Inspection	2%	$ -
		Contract Administration	1%	$ -

GRAND TOTAL RECYCLED WATER ONLY	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LS	Traffic Control (5% of Construction cost)	5%	$ -
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$ 92.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 98.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 104.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 110.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 140.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$ 170.00	$ -
	EA	Sewer Saddle	$ 450.00	$ -
	EA	Wyes 4" x 8" Typical	$ 225.00	$ -
	EA	48" Sewer Manhole	$ 5,000.00	$ -
	EA	60" Sewer Manhole	$ 6,400.00	$ -
	EA	Sewer Cleanout	$ 1,800.00	$ -
	LF	*36" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration*	*$ 255.00*	$ -
	LF	*54" Steel Casing with 1/2" wall thickness*	*$ 350.00*	$ -
	LF	*30" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration*	*$ 300.00*	$ -
	EA	*72" Sewer Manhole*	*$ 7,700.00*	$ -
	LF	*Remove Exisiting 15" Sewer*	*$ 70.00*	$ -
	EA	*Remove Existing Manhole*	*$ 1,200.00*	$ -
	EA	*Temporary Sewer Plug*	*$ 200.00*	$ -
	EA	*Connect to Existing*	*$ 500.00*	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
		SEWER SUBTOTAL		$ -

PROJECT ADDITIVES		***Project Contingencies***	10%	$ -
		Construction Staking	3%	$ -
		Soils Testing	1%	$ -
		Material Testing	1%	$ -
		Construction Inspection	2%	$ -
		Contract Administration	1%	$ -

GRAND TOTAL SEWER ONLY	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LS	Traffic Control (5% of Construction Cost)	5%	$ 97,527.50
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
15	EA	Storm Drain Manhole #1	$ 5,000.00	$ 75,000.00
0	EA	Junction Structure #2 (24" or larger)	$ 4,400.00	$ -
0	EA	Junction Structure #4 (24" or smaller)	$ 2,500.00	$ -
0	EA	Outlet Structure	$ 5,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 5,500.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 6,100.00	$ -
8	EA	Catch Basin 10' Width/L.D.	$ 7,000.00	$ 56,000.00
	EA	Catch Basin 14' Width/L.D.	$ 8,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 10,000.00	$ -
0	LF	24 inch HDPE Installed, including excavation, bedding, backfill and pavement restoration	$ 50.00	$ -
400	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 130.00	$ 52,000.00
0	LF	24 inch HDPE Installed, including excavation, bedding, backfill and pavement restoration	$ 150.00	$ -
5550	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 85.00	$ 471,750.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 160.00	$ -
0	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 190.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 275.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 300.00	$ -
	LF	51 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 325.00	$ -
0	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 350.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	63 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 370.00	$ -
0	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 400.00	$ -
0	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 460.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 470.00	$ -
	LF	81 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 490.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 510.00	$ -
0	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 540.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 570.00	$ -
0	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 610.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 640.00	$ -
0	LF	120 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 675.00	$ -
	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	$ -
0	LF	DBLE 10' x10' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,800.00	$ -
	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	$ -
639	LF	Dbl 10'x10' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,800.00	$ 1,150,200.00
2	EA	Brick and Morter Bulkhead	$ 800.00	$ 1,600.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
36	EA	RCB Stand pipe riser	$ 4,000.00	$ 144,000.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 2,048,077.50

PROJECT ADDITIVES		***Project Contingencies***	10%	***$ 204,807.75***
		Construction Staking	3%	***$ 61,442.33***
		Soils Testing	1%	***$ 20,480.78***
		Material Testing	1%	***$ 20,480.78***
		Construction Inspection	2%	***$ 40,961.55***
		Contract Administration	1%	***$ 20,480.78***

GRAND TOTAL STORM DRAIN ONLY	**$ 2,416,731.45**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM-20016

LOCATION : Merrill Avenue - Euclid to Grove

By: Siara MacKinney

DATE: 8/2/2022

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		ENGINEER'S ESTIMATE GRAND TOTAL		**$ 6,241,281.75**

BY ENGINEER

Prepared By: Siara R. MacKinney

R.C.E. Number: 85559

Expiration: 9/30/2024

REGISTERED PROFESSIONAL ENGINEER
SIARA ROSE MACKINNEY
No. C 85559
Exp. 09/30/24
CIVIL
STATE OF CALIFORNIA

Place R.C.E. Stamp Here

BY CITY

Faithful Performance Bond (100% of Construction Cost)	**$ 6,241,300.00**
Labor & material Bond (50% of Construction Cost)	**$ 3,120,600.00**
Warranty Bond (10% of Construction Cost)	**$ 624,100.00**

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. GOLTERMANN
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

NRO1 DANA D'ANGELO COMM. #2394774 Notary Public - California Orange County My Comm. Expires Feb. 23, 2026 NRO1

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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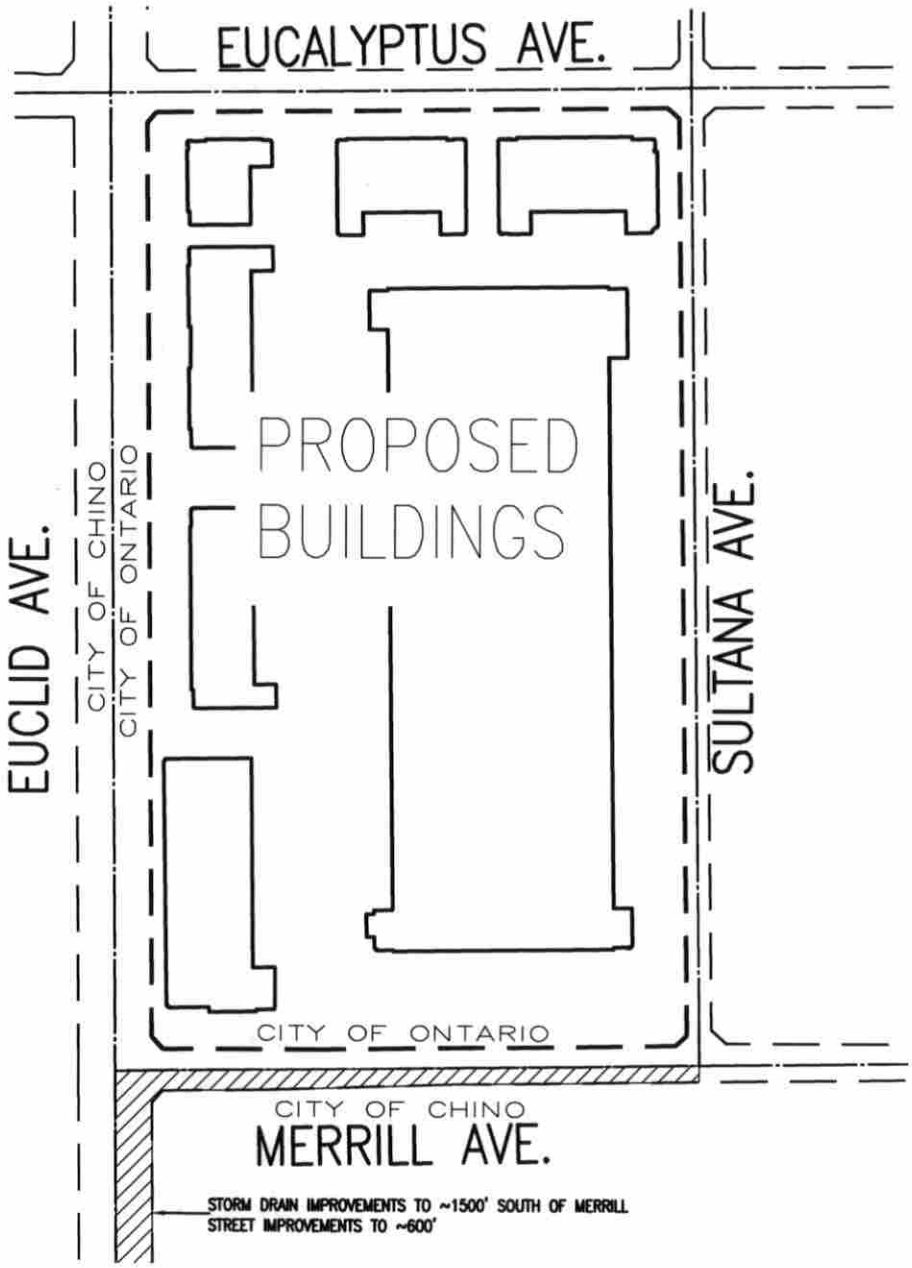
EXHIBIT A

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).

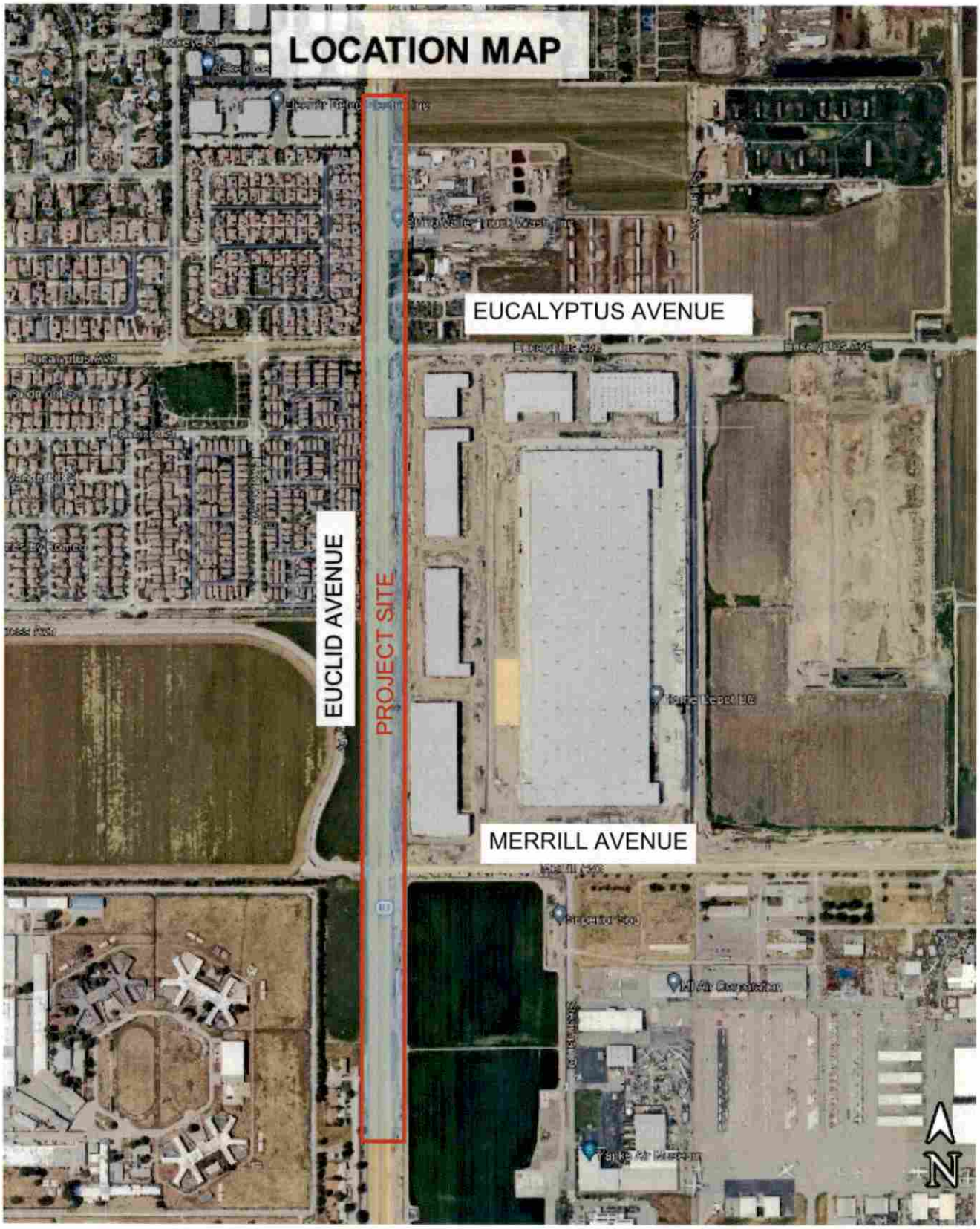
v. WT on Grove Avenue between Chino Avenue and Francis Street (Regional Water DIF Project WT-010). The final design and alignment north of Riverside Drive is subject to change at the reasonable discretion of the CITY.

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

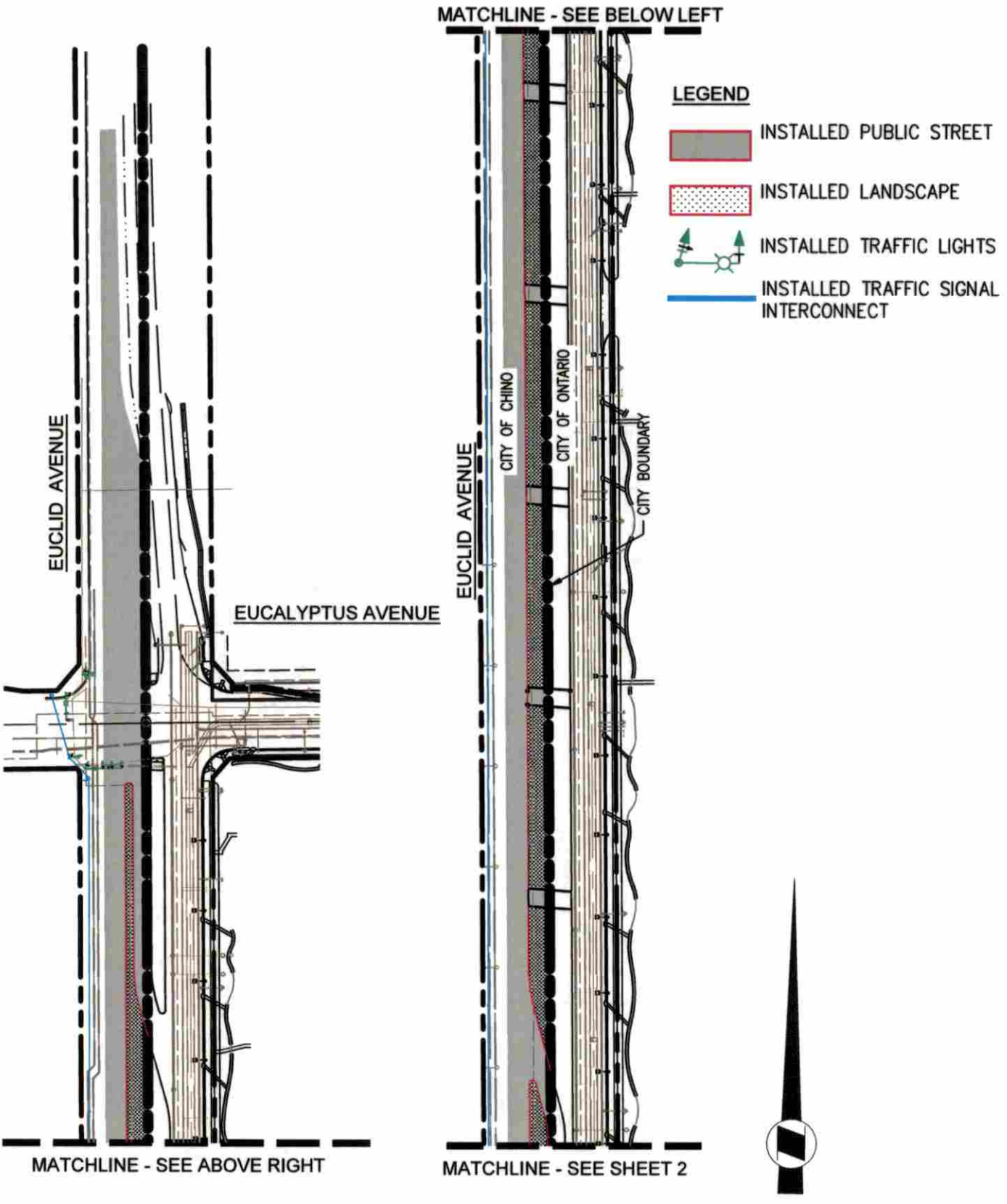
PUBLIC IMPROVEMENTS

[ATTACHED]


LOCATION MAP
EUCALYPTUS AVENUE
EUCLID AVENUE
PROJECT SITE
MERRILL AVENUE
N

C-2

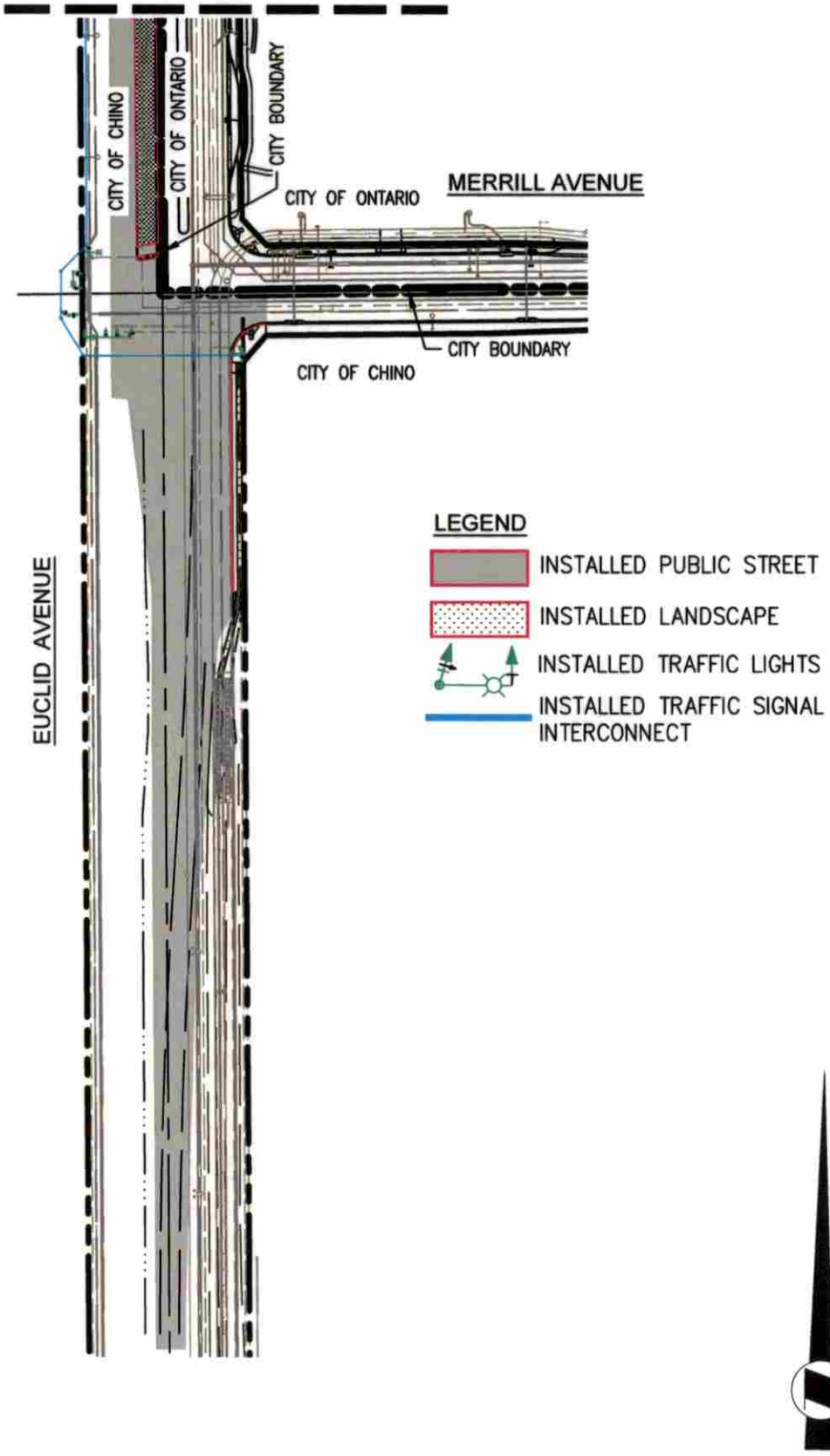
INFRASTRUCTURE EXHIBIT
CITY OF CHINO



WestLAND Group, Inc. Engineering • Geospatial • Land Planning
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660

C-3

INFRASTRUCTURE EXHIBIT
CITY OF CHINO



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scale 1"= 200' feet

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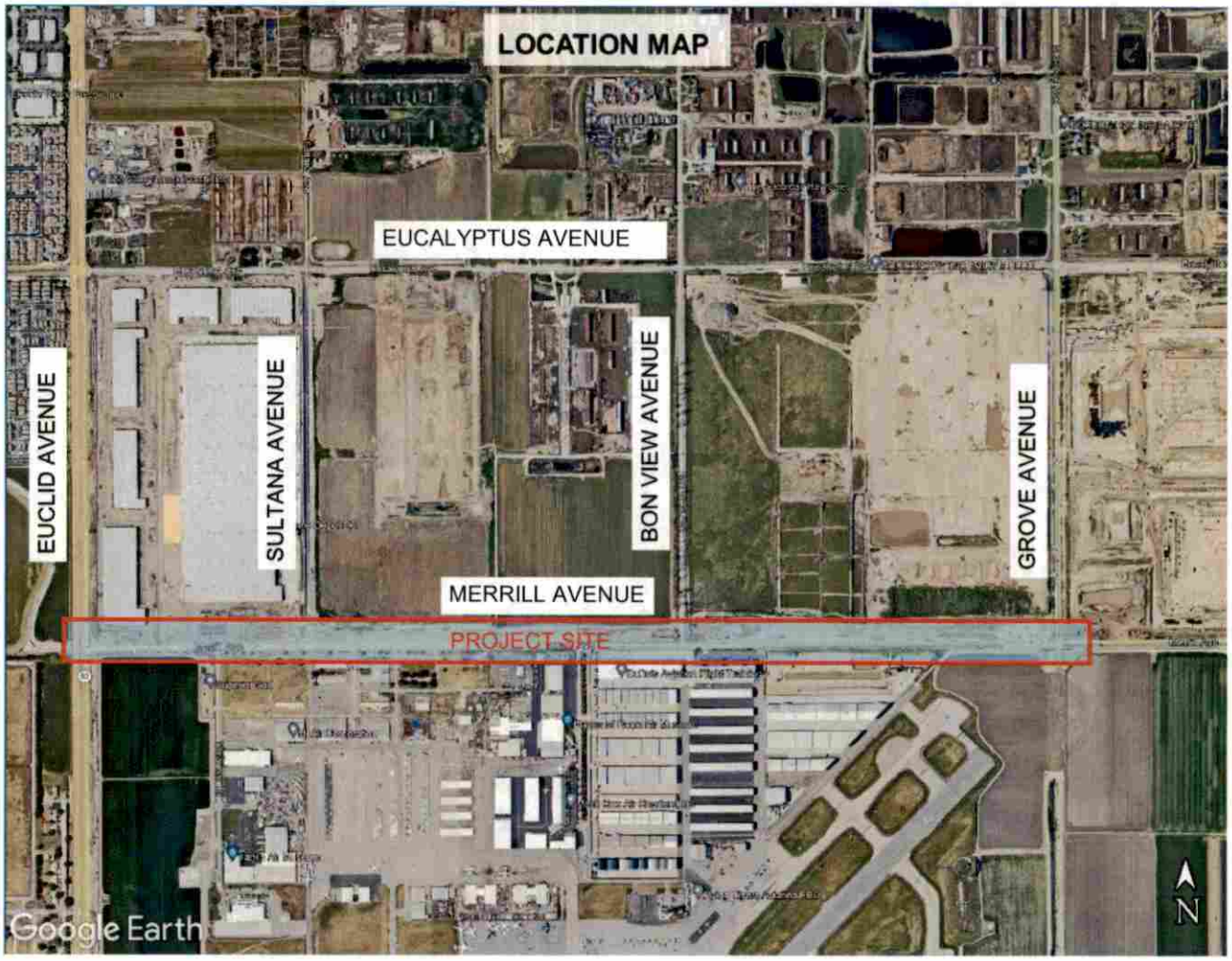
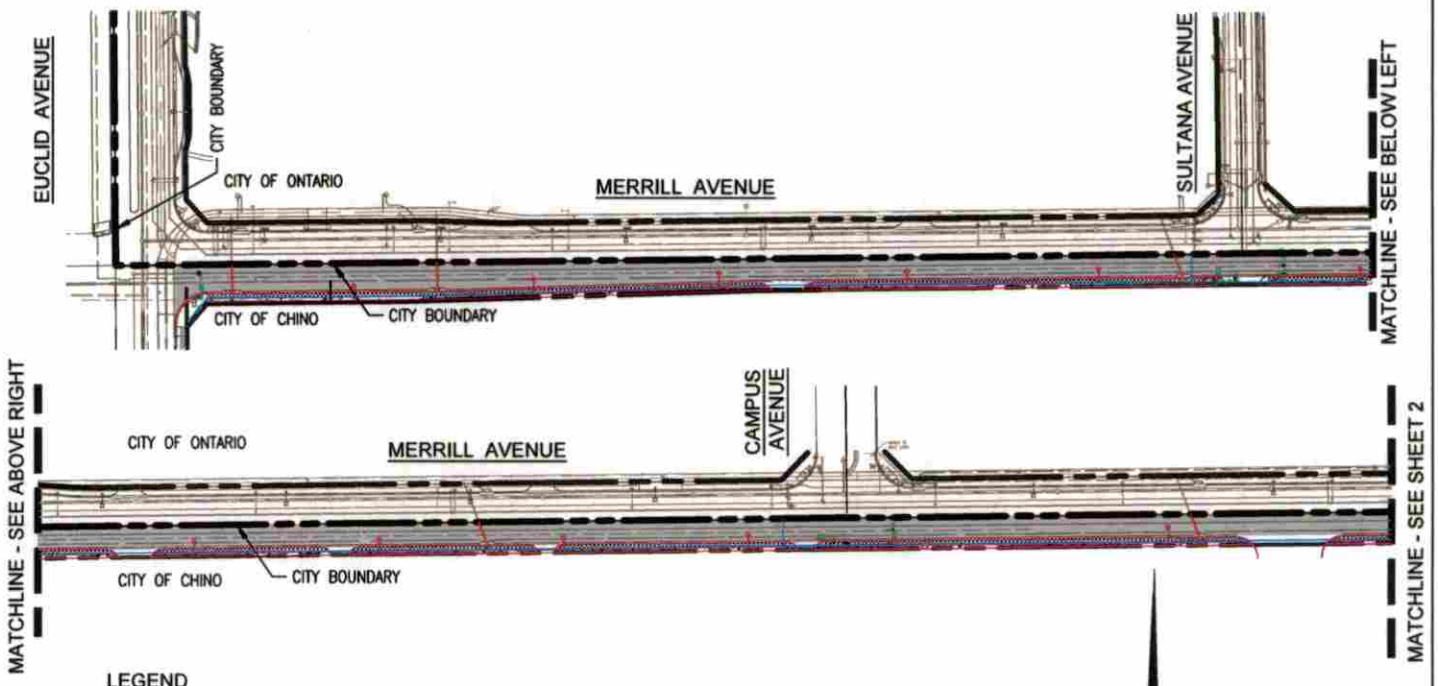
C-4


LOCATION MAP
EUCALYPTUS AVENUE
EUCLID AVENUE
SULTANA AVENUE
BON VIEW AVENUE
GROVE AVENUE
MERRILL AVENUE
PROJECT SITE
Google Earth
N

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

200 0 200 400
scale 1"= 200' feet

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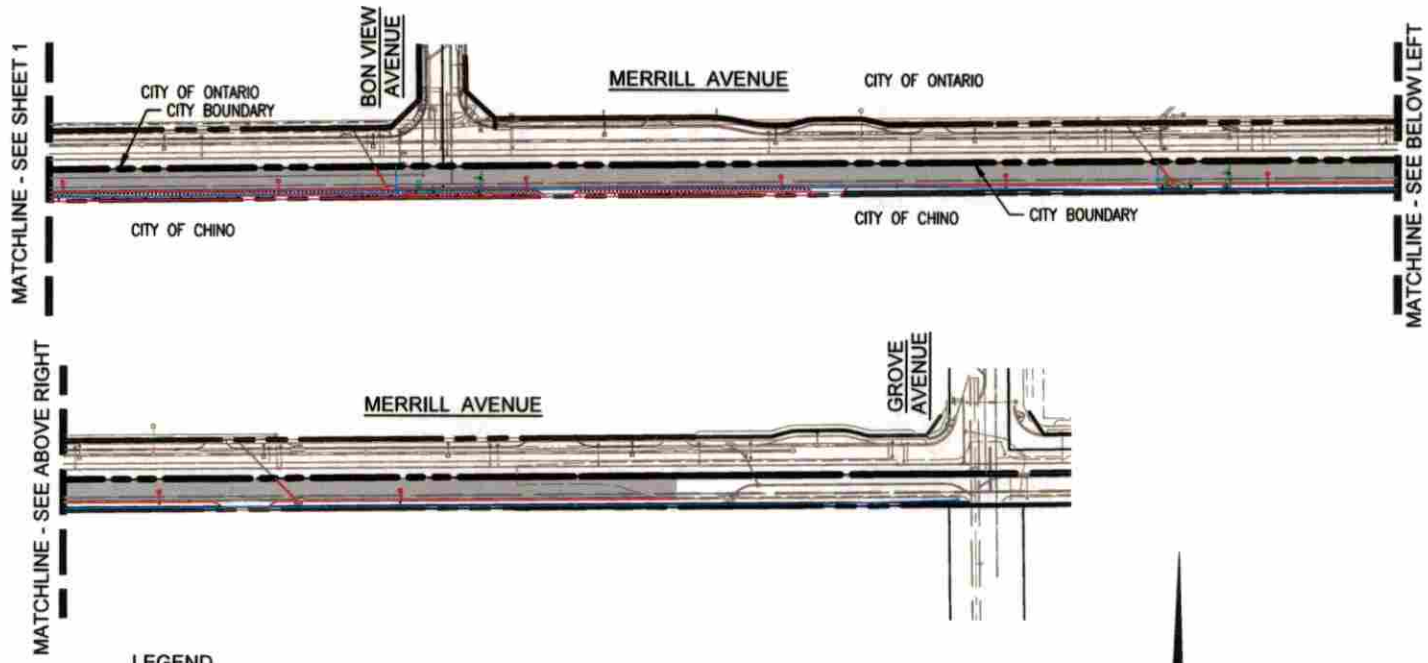
SHEET 1 OF 2

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

200 0 200 400
scale 1"= 200' feet

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SHEET 2 OF 2

EXHIBIT D

SCHEDULE OF PERFORMANCE

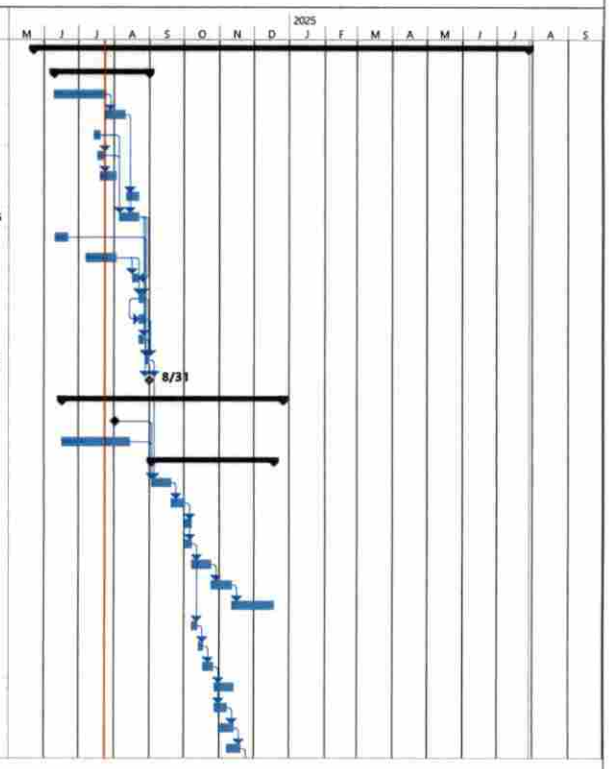
[ATTACHED]

D-1

ORBP

Offsite Improvements Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	**ORBP OVERALL SUMMERY SCHEDULE**	**361 days**	**Thu 5/23/24**	**Mon 7/28/25**	
2	**Merrill Ave. Imp North Side Street (Euclid to Grove)**	**71 days**	**Mon 6/10/24**	**Sat 8/31/24**	
3	Storm Drain Delta 5 Approval (PC 2 Submitted 6/10/24)	38 days	Mon 6/10/24	Wed 7/24/24	
4	Norstar - Bon View / Merrill Additional CB + Upsized CB	15 days	Thu 7/25/24	Sat 8/10/24	3
5	Norstar - Bon View Intersection DW Line Construction	5 days	Mon 7/15/24	Fri 7/19/24	
6	Norstar - Bon View Intersection RW Line Construction	5 days	Thu 7/18/24	Tue 7/23/24	5FS-2 days
7	DW/RW Testing and Acceptance	12 days	Sat 7/20/24	Fri 8/2/24	5
8	Norstar - Bon View CL MH + CBs (no Impact to Str. Imp.)	10 days	Mon 8/12/24	Thu 8/22/24	4
9	Bon View/Merrill Intersection Paving (Including Soil Cement)	15 days	Tue 8/6/24	Thu 8/22/24	5,6,4FS-5 days
10	54" JS - SOLC Construction	10 days	Tue 6/11/24	Fri 6/21/24	
11	60" JS - Merrill Ave. East Sultana ORBP2 JS Upsize from 36" to 60"	23 days	Mon 7/8/24	Fri 8/2/24	
12	60" JS - Reconstruct PCC Pavement	5 days	Sat 8/17/24	Thu 8/22/24	11,9FF
13	Form/Pour Sidewalk	3 days	Fri 8/23/24	Mon 8/26/24	11,9
14	DG Trail	5 days	Fri 8/23/24	Wed 8/28/24	13SS
15	Sign and Striping	3 days	Fri 8/23/24	Mon 8/26/24	9
16	Traffic Control Switch South Side to North Side	3 days	Thu 8/29/24	Sat 8/31/24	14,9,12,13,15
17	North Side Merrill Ave. Base Pavement / Parkway Complete	0 days	Sat 8/31/24	Sat 8/31/24	16,10
18	**Merrill Ave. Imp South Side (Euclid to Grove)**	**161 days**	**Mon 6/17/24**	**Thu 12/26/24**	
19	City Chino / County Encroachment Agreement (Placeholder)	1 day	Thu 8/1/24	Thu 8/1/24	
20	Northside Traffic Control Plan (Pending from All American)	50 days	Mon 6/17/24	Wed 8/14/24	
21	**South Side Road Improvements (Excluding Euclid Intersection)**	**90 days**	**Tue 9/3/24**	**Wed 12/18/24**	
22	Clear & Grub / Roadway Excavation	15 days	Tue 9/3/24	Thu 9/19/24	19,20,16
23	Grading / Build Parkway	10 days	Fri 9/20/24	Tue 10/1/24	22
24	**Chino - Irrigation - Water Services**	**5 days**	**Wed 10/2/24**	**Mon 10/7/24**	23
25	Construct C&G	5 days	Wed 10/2/24	Mon 10/7/24	23
26	**Chino - Street Lights**	**15 days**	**Tue 10/8/24**	**Thu 10/24/24**	25
27	**Chino - Sidewalk**	**15 days**	**Fri 10/25/24**	**Mon 11/11/24**	26
28	**Chino - Landscaping and Irrigation**	**30 days**	**Tue 11/12/24**	**Wed 12/18/24**	27
29	Subgrade Construction	5 days	Tue 10/8/24	Sat 10/12/24	25
30	Soil Cement (Pursuing R-Value now)	4 days	Mon 10/14/24	Thu 10/17/24	29
31	Aggregate Base Construction	8 days	Fri 10/18/24	Sat 10/26/24	30
32	**Chino - Fencing Improvements**	**15 days**	**Mon 10/28/24**	**Wed 11/13/24**	31
33	Sultana PCC Intersection Paving	10 days	Mon 10/28/24	Thu 11/7/24	31
34	Campus PCC Intersection Paving	10 days	Sat 11/2/24	Wed 11/13/24	33FS-5 days
35	Bon View PCC Intersection Paving	10 days	Fri 11/8/24	Tue 11/19/24	34FS-5 days



ORBP / SOLC Summary Schedule

6/26/24

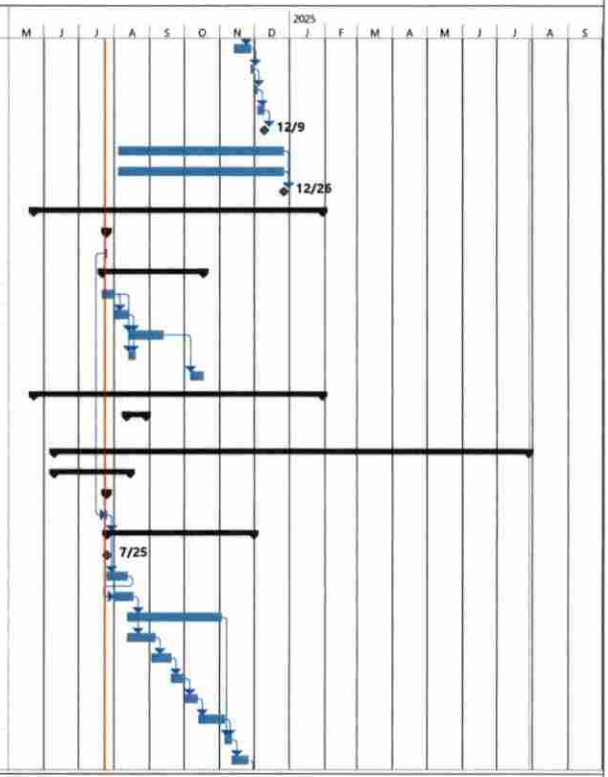
Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

D-2

ORBP

Offsite Improvements Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
36	SOLC PCC Intersection Paving	10 days	Thu 11/14/24	Wed 11/27/24	35FS-5 days
37	Asphalt Base Paving	3 days	Thu 11/28/24	Sat 11/30/24	36
38	Asphalt Cap Paving	2 days	Mon 12/2/24	Tue 12/3/24	37
39	Sign & Striping	5 days	Wed 12/4/24	Mon 12/9/24	38
40	Merrill Ave. Open to Traffic	0 days	Mon 12/9/24	Mon 12/9/24	39
41	Merrill Ave. Signals @ Sultana Ave.	6 mons	Mon 8/5/24	Thu 12/26/24	
42	Merrill Ave. Signals @ Campus Ave, bon View Ave. & SOLC Entry	6 mons	Mon 8/5/24	Thu 12/26/24	
43	Merrill Ave. Complete	0 days	Thu 12/26/24	Thu 12/26/24	41,42
44	**Eucalyptus Ave Improvements**	**209 days**	**Thu 5/23/24**	**Wed 1/29/25**	
45	**Temporary Asphalt Paving at Eucalyptus / Euclid Open to Traffic**	**1 day**	**Thu 7/25/24**	**Thu 7/25/24**	
46	Traffic Control Implementation/Open to Traffic	1 day	Thu 7/25/24	Thu 7/25/24	
47	**SCE Pole Relocation, North Side**	**75 days**	**Mon 7/22/24**	**Thu 10/17/24**	
48	Cal West Underground East	10 days	Mon 7/22/24	Thu 8/1/24	
49	Cal West Underground West	10 days	Fri 8/2/24	Tue 8/13/24	48
50	SCE Power Switch Over	25 days	Wed 8/14/24	Thu 9/12/24	48,49
51	Frontier Overhead Line Removal	5 days	Wed 8/14/24	Mon 8/19/24	48,49
52	SCE WO#1.B Pole Removal / Relocation	10 days	Mon 10/7/24	Thu 10/17/24	50FS+20 days
53	**Eucalyptus Ave. Closure / Complete Water Improvements**	**209 days**	**Thu 5/23/24**	**Wed 1/29/25**	
66	**Temp Euclid / Eucalyptus Signal Imp. Approved (Pending Authorization to Proceed)**	**15 days**	**Mon 8/12/24**	**Wed 8/28/24**	
69	**Euclid Ave Improvements**	**347 days**	**Mon 6/10/24**	**Mon 7/28/25**	
70	**Euclid Ave Street Imp. North to Eucalyptus South BCR**	**56 days**	**Mon 6/10/24**	**Wed 8/14/24**	
78	**Euclid Avenue Street Imp - Merrill Ave. Street Closure**	**1 day**	**Thu 7/25/24**	**Thu 7/25/24**	
79	Traffic Control Street Closure	1 day	Thu 7/25/24	Thu 7/25/24	46SS
80	**Euclid Avenue Street Imp - Merrill Intersection East**	**107 days**	**Thu 7/25/24**	**Sat 11/30/24**	**79**
81	**County Easement Approval - Possible Approval Date**	0 days	Thu 7/25/24	Thu 7/25/24	
82	Excavation / Subgrade	15 days	Fri 7/26/24	Mon 8/12/24	79
83	Relocate Signal Equipment Behind Proposed C&G	15 days	Thu 8/1/24	Sat 8/17/24	82FS-10 days
84	**Chino Water Vault Submittal Approval / Construction**	**70 days**	**Tue 8/13/24**	**Sat 11/2/24**	83FS-5 days
85	Complete SD / Catch Basins on South Side	20 days	Tue 8/13/24	Thu 9/5/24	83FS-5 days
86	Place CAB	15 days	Tue 9/3/24	Thu 9/19/24	85FS-3 days
87	Fine Grade + Pour Curb & Guter	10 days	Fri 9/20/24	Tue 10/1/24	86
88	Fine Grade for PCC Paving	10 days	Wed 10/2/24	Sat 10/12/24	87
89	PCC Pavement	20 days	Mon 10/14/24	Tue 11/5/24	88
90	AC Base Paving (Including Transition from Existing)	5 days	Wed 11/6/24	Mon 11/11/24	89,84
91	Adjust Utilities / Cattrack	10 days	Tue 11/12/24	Mon 11/25/24	90



ORBP / SOLC Summary Schedule

6/26/24

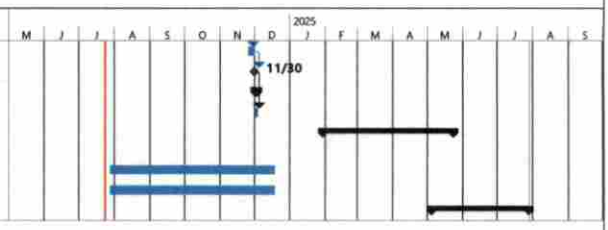
Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

D-3

ORBP

Offsite Improvements Schedule

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

EXHIBIT E

ESTIMATED COSTS

[ATTACHED]

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				
	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: Siara 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	Mobilzation (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
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

WATER				
		WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL WATER ONLY		$ -

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
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		$ -

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
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: Siara 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		*Project Contingencies*	10%	$ *624,811.48*
		Construction Staking	3%	$ *187,443.44*
		Soils Testing	1%	$ *62,481.15*
		Material Testing	1%	$ *62,481.15*
		Construction Inspection	4.8%	$ *299,909.51*
		Contract Administration	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

BY ENGINEER

Prepared By: Siara R. MacKinney

R.C.E. Number: 85559

Expiration: 9/30/24

REGISTERED PROFESSIONAL ENGINEER
SIARA ROSE MACKINNEY
No.85559
Exp. 9/30/2024
CIVIL
STATE OF CALIFORNIA

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: Siara 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: Siara MacKinney

DATE: 7/23/2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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	Mobilzation (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
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

WATER				
		WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL WATER ONLY		$ -

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
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		$ -

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
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
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: 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		$ -
	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: Siara 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		*Project Contingencies*	10%	$ *320,949.36*
		Construction Staking	3%	$ *96,284.81*
		Soils Testing	1%	$ *32,094.94*
		Material Testing	1%	$ *32,094.94*
		Construction Inspection	4.8%	$ *154,055.69*
		Contract Administration	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

BY ENGINEER

Prepared By: Siara R. MacKinney

R.C.E. Number: 85559

Expiration: 9/30/24

REGISTERED PROFESSIONAL ENGINEER
SIARA ROSE MACKINNEY
No.85559
Exp. 9/30/2024
CIVIL
STATE OF CALIFORNIA

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:

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

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

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

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

Contract No.: 2025-084 A1
Approved: _____

FIRST AMENDMENT
TO
REIMBURSEMENT AGREEMENT
FOR
MERRILL AVENUE WIDENING, INTERCONNECT & EUCLID MEDIAN

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT FOR MERRILL AVENUE WIDENING, INTERCONNECT & EUCLID MEDIAN IMPROVEMENTS ("Amendment No. 1") is made and entered into this 2nd day of December 2025 ("Effective Date"), by and between the CITY OF CHINO, a municipal corporation, hereinafter called ("CITY") and EUCLID LAND VENTURES, LLC, a Delaware limited liability company ("DEVELOPER"). CITY and DEVELOPER are hereinafter referred to individually as "Party" and hereinafter referred to collectively as the "PARTIES."

RECITALS

WHEREAS, on July 30, 2024, the Parties entered into that certain *Reimbursement Agreement for Merrill Avenue Widening, Interconnect & Euclid Median Improvements* ("Agreement") to facilitate construction of the Merrill Avenue Widening, Traffic Signal Interconnect, and Euclid Avenue Median Improvements (collectively, the "Public Improvements"), as more particularly depicted in Exhibit C to the Agreement; and

WHEREAS, the Agreement established a not-to-exceed reimbursement amount of Fifteen Million Seven Hundred Nine Thousand One Hundred Dollars ($15,709,100) funded through a combination of Developer deposits and Development Impact Fee ("DIF") accounts; and

WHEREAS, during construction the scope of work was increased to include, without limitation, additional concrete paving, installation of storm drain facilities along Bon View Avenue, and enhanced Euclid Avenue street and median improvements, resulting in a net cost increase of approximately One Million Nine Hundred Eighty-Three Thousand Seven Hundred Sixty-Seven Dollars ($1,983,767); and

WHEREAS, the Parties now desire to amend the Agreement to increase the authorized reimbursement amount.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

TERMS

NOW, THEREFORE, the PARTIES agree to amend the Agreement as follows:

1. **SECTION 11.1 – REIMBURSEMENT (AMENDED)**

   Section 11.1 of the Agreement is hereby amended in its entirety to read as follows:

   The City Engineer has determined that the total cost of the Public Improvements eligible for reimbursement is estimated to be Seventeen Million Six Hundred Ninety-Two Thousand Eight Hundred Sixty-Seven Dollars ($17,692,867) ('Estimated Costs'). The Estimated Costs shall be subject to adjustment based upon the final accepted and approved 'as-built' plans and specifications and the City Engineer's review of all actual cost documentation upon final acceptance of the Public Improvements by the City ("Actual Cost"). The revised Estimated Costs reflect an increase of One Million Nine Hundred Eighty-Three Thousand Seven Hundred Sixty-Seven Dollars ($1,983,767) from the original Agreement amount of Fifteen Million Seven Hundred Nine Thousand One Hundred Dollars ($15,709,100), due to additional paving, storm drain improvements, and expanded Euclid Avenue median enhancements completed during construction.

2. **WARRANTY RE ABSENCE OF DEFAULTS**. DEVELOPER represents and warrants to CITY that, as of the Effective Date of this Amendment No. 1, CITY is not in default of any material term of the Agreement, and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement by the Successor Agency.

3. **CONTINUING EFFECT OF AGREEMENT**. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **COUNTERPARTS**. This Amendment No. 1 may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

5. **AUTHORITY**. The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Amendment No. 1 to be executed in its behalf by its City Manager and duly attested by its City Clerk, and DEVELOPER has executed this Amendment No. 1, as of this day and year first above written.

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee
Director of Public Works

EUCLID LAND VENTURES, LLC

Dated: _____

By: _____
(Signature)

Name: _____
(Please Print or Type Name)

CITY OF CHINO

Dated: _____

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

Requires an appropriation of $18,521.95 to the Transportation Fund (Fund 320) with a backfill from the General Fund (Fund 100). Expenditures incurred to date include professional engineering design services, administrative costs for San Bernardino County Clerk filing, and bid advertisement fees totaling $99,012.10. There is sufficient General Fund balance for this additional appropriation.

SN240 – CDBG Alley Improvements FY2023-24 Project			
Funding Sources	**Current Budget**	**Proposed Appropriation**	**Revised Project Budget**
320 – Transportation Fund	$0.00	$18,521.95	$18,521.95
350 – Community Development Block Grant Fund (CDBG)	$549,624.65	$0.00	$549,624.65
TOTALS:	**$549,624.65**	**$18,521.95**	**$568,146.60**

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

Revenue:	Expenditure: 3508030 – 48005 | 48009 - SN240 & 3207100-48003-SN240
Transfer In: 3201000-50000	Transfer Out: 1001000-40001

BACKGROUND

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, public services, etc. Annually, the City Council approves a one-year action plan to program the use of CDBG funding. On May 2, 2023, City Council approved the establishment of Alley Improvements FY2023-24 Project (SN240), and the use of CDBG funding in the amount of $219,256 for the Project through the FY2023-24 One-Year Action Plan.

In May 2024, Public Works staff solicited an Informal Request for Proposals (RFP) from the Master On-Call consultant list (RFP#2023-3003) for Professional Services to prepare engineering design plans for the Project (SN240). On May 24, 2024, the City received two (2) proposals in response to the Informal Request for Proposals (RFP). The proposals were evaluated and ranked based on their responsiveness to the RFP. Staff selected HR Green, Inc. within the guidelines of the State of California Government Code and the City's Purchasing Ordinance. The project design scope was identified as pavement rehabilitation of the east-west alley from 3rd Street to 5th Street between Chino Avenue and D Street.

On April 1, 2025, City Council approved an amendment to transfer $298,868.65 CDBG funds from the Community Garden Pumpkin Patch Project (PF253) to the CDBG Alley Improvement FY2023-24 Project (SN240) for a new total project allocation of $518,124.65. These additional funds allowed for an update to the project scope to expand the pavement rehabilitation limits easterly to Monte Vista Avenue.

On October 21, 2025, City Council approved a Substantial Amendment to the City's annual CDBG action plan and approved a budget transfer of $31,500 from the Economic Development Façade Improvements Project (G6231) to the CDBG Alley Improvement FY2023-24 Project (SN240) for a new total project allocation of $549,624.65.

ISSUES/ANALYSIS

On September 25, 2025, staff issued an Invitation for Bids (IFB No.2025-0023) "CDBG Alley Improvements FY2023-24" via PlanetBids, in accordance with the City's procurement policies and Public Contract Code. On October 23, 2025, the City received eighteen (18) bids. The results were as follows:

Bid Results:

Contractor	Bid Amount
CJ Concrete Construction, Inc.	$407,955
Siterep	$430,270
Leonida Builders, Inc.	$449,480
Cali State Paving, Inc.	$469,410
Van Engineering, Inc.	$475,215
Gentry General Engineering, Inc.	$478,725
Gentry Brothers, Inc.	$486,140
Aneen Construction, Inc.	$500,110

Diamond Construction & Design	$522,986
Onyx Paving Company Inc.	$533,000
Paveco Construction, Inc.	$536,622
Oppenheimer National	$544,970
All American Building Services	$577,950
Sequel Contractors, Inc.	$579,945
All American Asphalt	$690,208
Pavewest, LLC	$697,577
CT&T Concrete Paving, Inc.	$725,581
Hardy & Harper, Inc.	$950,000

CJ Concrete Construction Inc. was the lowest responsive and responsible bidder. Staff recommends awarding a $407,955 construction contract to CJ Concrete Construction, per bid specifications and cost-effectiveness. Staff also recommends that the City Council authorize up to $40,795.50 (10% of the contract amount) for construction contingencies as allowable per the Public Contract Code. Staff subsequently reviewed the CJ Concrete Construction, Inc.'s licensing, bonding, references, and list of subcontractors submitted for the project and found all bid submittal documentation to be in order. The estimated project construction costs are itemized below:

Project Costs	**Vendor**	**Total**
Construction	CJ Concrete Construction, Inc.	$407,955.00
10% Construction Contingency(1)	As allowable per Public Contract Code	$40,795.50
Geotechnical Engineering Services(2)	Ninyo & Moore	$20,384.00
	Estimated Total Construction Cost:	**$469,134.50**

Note: (1) Note that, as in all the City's public works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a public works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay on a construction project.
(2) This agreement will be processed administratively under the City Manager's approval in accordance with the City's procurement policy.

This project is exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the CEQA Guidelines - Existing Facilities, which includes the operation, repair, and maintenance of highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and other similar facilities. In compliance with CEQA Guidelines, a Notice of Exemption was filed with the San Bernardino County Recorder's Office at a cost of $50 prior to the advertisement for bids.

Attachments: Exhibit A – SN240 Vicinity Map
Exhibit B – Construction Agreement (CJ Concrete Construction, Inc.)

Vicinity Map

CDBG Alley Improvements FY2023-24

Contract No.:_____

Approved:_____

AGREEMENT

CDBG ALLEY REHABILITATION IMPROVEMENTS FY23-24

PROJECT NO. SN240

THIS AGREEMENT is made and entered into this **2ND** day of **December**, 2025 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called "City", and CJ CONCRETE CONSTRUCTION, INC., hereinafter called "Contractor".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled **CDBG Alley Rehabilitation Improvements FY23-24 – Project No.: SN240** in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of **Four Hundred Seven Thousand Nine Hundred Fifty-Five Dollars and Zero Cents** (**$407,955.00**) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work after receiving a Notice to Proceed from the City and the work shall be completed within **thirty (30) working days.** If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless

City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

ARTICLE XI: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

ARTICLE XIII: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other

Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

City Attorney

Approved as to Content:

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

CJ CONCRETE CONSTRUCTION, INC.:

Dated: _____

By: _____

(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Dr. Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **FRED GALANTE, CITY ATTORNEY**

SUBJECT

New Commune DTLA LLC v. City of Redondo Beach Appeal.

RECOMMENDATION

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

FISCAL IMPACT

The actual amount of legal fees to be incurred in crafting the amicus brief will depend on the number of California municipalities that agree to join the brief.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

On October 10, 2025, the California Court of Appeal, Second Appellate District, issued its opinion in *New Commune DTLA LLC v. City of Redondo Beach*, reversing the trial court's denial of a petition for writ of mandate under Code of Civil Procedure section 1085 filed by New Commune DTLA LLC ("New Commune"). New Commune sought to invalidate the City of Redondo Beach's 2021–2029 Housing Element, which the City adopted in October 2021 to comply with the California housing element Law (Gov. Code, §§ 65580–65589.11).

New Commune asserted that the City's housing element was deficient because it relied on a residential overlay allowing multifamily housing on parcels zoned for commercial and industrial uses violated Government Code §65583.2, subdivision (h)(2). Specifically, New Commune argued that since the underlying zoning still permitted exclusively commercial or industrial projects with no residential component, the overlay failed to meet the statute's minimum density and residential-use requirements. New Commune also argued the City failed to identify sites that could realistically accommodate low-income housing as required by Government Code § 65582, subdivision (l).

Chino and its consultants have relied on the adoption of residential and mixed-use overlay zones to demonstrate compliance with the Housing Element Law, as authorized by the California Department of Housing and Community Development ("HCD") guidelines and approval of Chino's Housing Element. Indeed, over 250 jurisdictions in California similarly approved overlay zoning to satisfy Regional Housing Needs Allocation (RHNA) obligations.

For the 2021–2029 sixth-cycle RHNA period, Redondo Beach was required to plan for 2,490 units, including 936 very-low-, 508 low-, 490 moderate-income-, and 556 above-moderate-income units by the October 15, 2021 deadline. That city submitted its draft housing element to HCD in July 2021, revised it multiple times in response to HCD findings, and ultimately adopted a third amended housing element in July 2022. As a strategy to meet its RHNA obligations, Redondo Beach created a "residential overlay" that permitted up to 55 units per acre on six commercial and industrial zones, accounting for approximately 1,470 units. A private property owner could still elect to construct a project that did not include residential uses based on the underlying zoning. In September 2022, HCD deemed the Redondo Beaches' Housing Element substantially compliant and certified its Housing Element.

In June 2022, before the Redondo Beach City Council adopted its housing element, New Commune filed a petition for writ of mandate and complaint for declaratory relief. The trial court denied the petition and entered judgment for the City on February 9, 2024, from which New Commune timely appealed. The Second Appellate District reversed the trial court judgment and issued an opinion, which has significant implication for housing elements relying on overlay zoning. In short, the court concluded that Redondo Beach's residential overlay violated the Housing Element Law for two independent reasons but did not decertify the Redondo Beach Housing Element (instead, it remanded it back to the lower court).

The court agreed with petitioners New Commune and held that "[a]n overlay cannot be used to satisfy the minimum density and residential use requirements set out in section 65583.2, subdivision (h)(2) . . . where the base zoning expressly permits development that does not include housing." The court's analysis of Section 65583.2(h) endorsed the reasoning of the Fifth Appellate District's decision in *Clovis v. California Department of Housing and Community Development* (2023) 90 Cal.App.5th 240. As in *Clovis*, the court held that Section 65583.2(h) imposes a mandatory minimum density requirement for sites identified to accommodate a jurisdiction's lower-income housing needs. In reaffirming *Clovis*, the court emphasized the plain meaning of "minimum" as a non-negotiable floor below which residential density capacity cannot

fall. The court rejected Redondo Beach's argument that an overlay zone satisfies this obligation by permitting development of 20 units per acre. The court held that the 20 units per acre was the minimum residential density that is required.

Since the Redondo Beach underlying commercial and industrial zones allowed projects with zero residential units, the court held that the overlay failed to ensure that the designated sites were actually available for residential development at the required minimum density of 20 units per acre. The court emphasized that compliance with the statute requires more than nominal eligibility for housing; it requires zoning that mandates residential capacity sufficient to meet RHNA obligations.

The court further reasoned that the legislative history of Assembly Bills 1397 (2017) and 1690 (2014) confirms this reading, as both measures were intended to prevent local jurisdictions from identifying sites that were only theoretically capable of accommodating affordable housing. Accordingly, the decision solidifies Clovis as controlling authority and forecloses reliance on overlay zones that fail to meet the minimum density requirements outlined in section 65583.2(h).

The court found the Redondo Beach overlay zoning violated Section 65583.2(h)(2)'s mandate that requires at least 50 percent of lower-income housing sites be "designated for residential use and for which nonresidential uses or mixed uses are not permitted." The court reasoned that since Redondo Beach's overlay preserved the underlying commercial and industrial entitlements, it failed to function as a true residential designation.

The court rejected reliance on the "mixed-use exception" in Section 65583.2(h)(2), finding it inapplicable because the Redondo Beach overlay zones did not require that residential uses occupy at least 50 percent of the total floor area or allow 100 percent residential development. The court emphasized that this exception is a narrow one, designed only for circumstances where the mixed-use zoning itself guarantees a substantial and enforceable residential component. In contrast, the court found that Redondo Beach's overlay preserved full commercial and industrial entitlements, rendering it inconsistent with the statutory scheme. However, the court did note that the "mixed-use" exception could apply in future cases where the underlying local zoning would meet the statute's minimum residential requirements.

Under Government Code § 65583, subdivision (a)(3), a city's housing element must include an inventory of land that is suitable and available for residential development, including both vacant sites and those with a realistic potential for redevelopment during the planning period to meet housing needs across income levels. When a city relies on nonvacant (developed) sites to meet more than half of its lower-income housing obligation, it must provide substantial evidence that existing uses will not impede the development of low-income housing and are likely to be discontinued during the planning period. Redondo Beach sought to meet over 50 percent of its 1,444-unit lower-income RHNA through nonvacant sites, identifying 194 potential units on vacant parcels and relying primarily on two developed properties for the remainder.

Finally, the court rejected the argument that HCD's prior approval of the housing element insulated Redondo Beach from judicial review.

ISSUES/ANALYSIS

The court's reaffirmation of *Clovis* solidifies the principle that overlay zones cannot substitute for base zoning that allows nonresidential development. Merely permitting housing within an overlay does not satisfy the law unless residential use is required and the zoning guarantees development at or above statutory density thresholds. In addition, the opinion reinforces that local governments cannot rely solely on HCD certification to insulate themselves from legal challenge. Even HCD-approved housing elements remain subject to judicial review, and cities

bear the ultimate responsibility for ensuring their zoning regulations and site inventories comply with statutory mandates. Courts will scrutinize whether each designated site has a realistic and demonstrable potential for redevelopment within the planning period.

We are advised the City of Redondo Beach will petition the California Supreme Court for review (which is discretionary with the Supreme Court), and we seek authorization from the City Council to participate in the case as amicus curiae (often referred to as a “friend of the court” brief supporting the position of one of the parties) to advocate for clarity and flexibility in the application of Government Code § 65583.2 to overlay zoning strategies.

At this time, it is not advised to amend the Housing Element. It is important to also note that the court’s opinion does not impact projects previously approved by the City. Staff and the City Attorney’s office will continue to monitor the appeal and HCD’s reaction to the Appellate Court’s opinion.

Attachment: California Court of Appeal, Second Appellate District opinion in New Commune DTLA LLC v. City of Redondo Beach

WESTLAW CLASSIC

2025 WL 2886322
Only the Westlaw citation is currently available.

New Commune DTLA LLC v. City of Redondo Beach

Court of Appeal, Second District, California., DIVISION THREE. October 10, 2025 --- Cal.Rptr.3d ---- 2025 WL 2886322 *(Approx. 14 pages)*

NEW COMMUNE DTLA LLC et al., Petitioners and Appellants,

v.

CITY OF REDONDO BEACH et al., Defendants and Respondents.

B336042
Filed October 10, 2025

APPEAL from a judgment of the Superior Court of Los Angeles County, Ronald F. Frank, Judge. Reversed and remanded with directions. Los Angeles County Super. Ct. No. 22TRCP00203

Attorneys and Law Firms

Rutan & Tucker, Douglas J. Dennington, Peter J. Howell, and Erik Leggio, Irvine, for Petitioners and Appellants.

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Opinion

KLATCHKO, J.*

*1 For decades, California has recognized that housing opportunities are not equally available to Californians of all economic levels. It has endeavored to address this problem by enacting a series of laws aimed at promoting development that will meet "the housing needs of all economic segments of the **community**." (Gov. Code, § 65580, subd. (d).)[1] At issue here is The Housing Element Law.[2] It requires local jurisdictions to periodically review and adopt a state-approved "housing element" that explains how they will accommodate their fair share of regionally needed housing.

New Commune DTLA LLC and Leonid Pustilnikov[3] are developers. **New Commune** appeals from a denial of its petition for writ of mandate challenging the City of Redondo Beach's housing element. It argues, among other things, that the housing element failed to adequately identify sites that could realistically accommodate "lower income" housing. (§ 65582, subd. (*l*).) Specifically, it challenges the City's use of a zoning "overlay" that would permit construction of affordable multifamily housing on sites that were otherwise zoned for commercial and industrial use. An overlay zone is "superimposed" over existing zoning to permit or restrict additional uses. (1 Rathkopf's The Law of Zoning and Planning (4th ed.) § 1:31, Zoning techniques—Overlay zones.)

We reverse. An overlay cannot be used to satisfy the minimum density and residential use requirements set out in section 65583.2, subdivision (h)(2) (hereafter section 65583.2(h)(2)), where the base zoning expressly permits development that does not include housing. We also find that the City has failed to establish that one of the sites identified in the

housing element, the Inglewood Avenue site currently occupied by a Vons supermarket, was properly identified as a developable site.

THE HOUSING ELEMENT LAW

A. Goals of Housing Element Law and Regional Housing Needs Allocation

California requires local governments to adopt a "comprehensive, long-term general plan for ... physical development[.]" (§ 65300.) Each general plan must have a housing element. (§ 65302, subd. (c).) A housing element must identify and analyze existing and projected housing needs, quantify specific objectives for meeting those needs, and program for development of needed housing. (§ 65583.) This requires, among other things, "[a]n assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs." (*Id.*, subd. (a).) It also requires a program, specifying what actions the local government is undertaking or intends to undertake to implement the goals and objectives of the housing element, and on what timeline. (*Id.*, subd. (c).) Essentially, the housing element is a set of "standards and plans for housing sites in the municipality that 'shall endeavor to make adequate provision for the housing needs of all economic segments of the **community**.' [Citations.]" (*California Building Industry Assn. v. City of San Jose* (2015) 61 Cal.4th 435, 444; see also § 65580 [legislative findings concerning Housing Element Law].)

***2** Local governments must periodically, and as "frequently as appropriate," review and evaluate all of the following aspects of their adopted housing element: "(1) The appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the state housing goal. [¶] (2) The effectiveness of the housing element in attainment of the **community's** housing goals and objectives. [¶] (3) The progress of the city, county, or city and county in implementation of the housing element. [¶] (4) The effectiveness of the housing element goals, policies, and related actions to meet the **community's** needs, pursuant to paragraph (7) of subdivision (a) of Section 65583." (§ 65588, subd. (a).)

After this review and evaluation is completed, local governments must revise their housing element "to reflect the results of this periodic review." (§ 65588, subd. (b).) "A revised housing element's assessment of needs must quantify the locality's existing and projected housing needs for all income levels, which includes the locality's proportionate share of regional housing needs for each income level." (*Martinez v. City of Clovis* (2023) 90 Cal.App.5th 193, 223 (*Clovis*), citing § 65583, subd. (a)(1).)

At a minimum this process must occur on a statutorily established timeline for revision. "The interval between the due dates for the revised housing element is referred to as a planning period or cycle, which usually is eight years." (*Clovis*, 90 Cal.App.5th at p. 222, citing § 65588, subds. (e)(3), (f)(1).)

For each planning cycle, the Department of Housing and **Community** Development (HCD) provides local governments, in consultation with regional councils of government and the Department of Finance, a needs assessment. This assessment is referred to as a "regional housing needs allocation" (RHNA) and allocates regional housing need among local governments in the region. (*Clovis, supra*, 90 Cal.App.5th at p. 223, citing § 65584, subd. (b).) A jurisdiction's share of the RHNA is separated into four income levels: very low, low, moderate, and above moderate. (§§ 65583.2, subd. (a), 65584, subd. (f).)

B. Housing Inventory Requirements

As noted above, one aspect of the housing element is an inventory. The inventory of land must include "land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level ...." (§ 65583, subd. (a)(3).) The sites available for residential development include (1) vacant sites zoned for residential use, (2) vacant sites zoned for nonresidential use where residential development is allowed, (3) residentially zoned sites that can be developed at a higher density, and (4) sites zoned for nonresidential use which can be redeveloped and rezoned for residential use. (§ 65583.2, subd. (a)(1)–(4).)

For nonvacant sites in the inventory, the local government must consider "the extent to which existing uses may constitute an impediment to additional residential development" and "an analysis of any existing leases or other contracts that would perpetuate the existing

use or prevent redevelopment of the site for additional residential development." (§ 65583.2, subd. (g)(1).) When a local government identifies nonvacant sites to accommodate 50 percent of its share of "lower income" housing, i.e., verylow- and low-income housing, the existing use on any given site "shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." (§ 65583.2, subd. (g)(2).)

C. Housing Program and Minimum Requirements for Lower Income Housing Sites

*3 After preparing its site inventory, a local government must prepare a program to implement the goals and objectives of its housing element. (§ 65583, subd. (c).) This includes identifying specific actions it will take to make sites with appropriate zoning available. (§ 65583, subd. (c)(1).) The program "shall" accommodate all RHNA-identified need for lower income households. (§ 65583.2, subd. (h)(1).) When the site inventory does not identify adequate sites to accommodate each income level of the RHNA, the local government shall include a program for rezoning the sites in the housing element to "close the gap." (*Clovis, supra*, 90 Cal.App.5th at p. 225; § 65583, subd. (c)(1).)

The rezoning program shall identify sites that can be developed for housing that comply with section 65583.2, including subdivision (h) (section 65583.2(h)). (§ 65583, subd. (c)(1)(B).) A rezoning program to address unmet needs for lower income housing shall "permit owner-occupied and rental multifamily residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period." (§ 65583.2, subd. (h)(1).) " 'Use by right' " means that a local government cannot require a "conditional use permit, planned unit development permit, or other discretionary local government review or approval" to approve the residential use. (§ 65583.2, subd. (i).)

Section 65583.2(h) also requires the sites at issue to be zoned with "minimum density and development standards" of "at least 20 units per acre" in suburban jurisdictions. (§ 65583.2, subds. (c)(3)(B)(iii), (h)(2).)[4] Further, at least 50 percent of the lower income housing is required to be "accommodated on sites designated for residential use and for which nonresidential uses or mixed uses are not permitted." (§ 65583.2(h)(2).) There is an exception to this rule for certain mixed-use sites: subdivision (h)(2) allows a local government to "accommodate all of the lower income housing need on sites designated for mixed use if those sites allow 100 percent residential use and require that residential use occupy 50 percent of the total floor area of a mixed-use project." (*Ibid.*)

D. Housing Element Adoption Process and HCD Review

The Housing Element Law requires the planning agency of a local government to submit a draft of its revised housing element, or subsequent amendments, to HCD for its review and written findings. (§ 65585, subd. (b)(1).) If HCD's written findings are timely submitted as required by section 65585, the local government must consider the findings "[p]rior to the adoption of its draft element or draft amendment." (*Id.*, subd. (e).)

In its written findings, HCD is required to determine whether the draft element substantially complies with the Housing Element Law. (§ 65585, subd. (d).) An adopted housing element may be found to be in substantial compliance by either HCD or a court. (§ 65585.03, subd. (a).) If HCD finds substantial compliance, the housing element is subject to a rebuttable presumption of validity. (§ 65589.3, subd. (a).)

If a local government has not adopted a housing element that substantially complies with the Housing Element Law, the local government cannot disapprove affordable housing projects based on inconsistency with a zoning ordinance or the general plan. (§ 65589.5, subd. (d)(1), (2).)

FACTUAL AND PROCEDURAL BACKGROUND

I. City Charter Provisions Governing "Major Changes In Allowable Land Use"

*4 Since 1949, City of Redondo Beach has been a charter city. (*Cawdrey v. City of Redondo Beach* (1993) 15 Cal.App.4th 1212, 1217.) "Charter cities are specifically authorized by our state Constitution to govern themselves, free of state legislative intrusion, as to those matters deemed municipal affairs." (*State Building & Construction Trades Council of California v. City of Vista* (2012) 54 Cal.4th 547, 555.) Municipal land use and zoning regulations are municipal affairs. (*Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 511.) The City's Charter is its constitution and supreme law. (See

Woo v. Superior Court (2000) 83 Cal.App.4th 967, 974; *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 170.)

In 2008, the City's residents passed Measure DD, which added article XXVII to the Redondo Beach City Charter (hereafter Charter). Under article XXVII, section 27.4, approval by a majority of the City voters is required for each "major change in allowable land use." "Major change in allowable land use" is defined as a proposed amendment of, among other things, the City's general plan or zoning ordinance.

In 2024, the City's residents passed Measure RB, which amended sections relating to "major changes in allowable land use" to clarify that the public vote requirement does not apply to amendments or updates to the housing element. (See Charter, art. XXVII, § 27.6(h) [stating that article "shall not apply to an amendment to or update of the housing element of the City's General Plan"].)

II. The City's Sixth Cycle Housing Element Process

For the 2021–2029 planning period (sixth cycle), the City's RHNA was 2,490 units, including 936 very low-income units, 508 low-income units, 490 moderate-income units, and 556 above-moderate income units. The sixth cycle housing element deadline was October 15, 2021.

The City submitted its initial draft housing element update to HCD in July 2021, with several revisions submitted thereafter. After exchanges of written findings from HCD concerning deficiencies and two subsequent amendments to the housing element, the City Council adopted a third amended housing element in July 2022, one month after **New Commune** filed its verified petition for writ of mandate. The City did not send the third amended housing element to HCD prior to adopting it. Contending it included "no changes in land use designations," the City did not ask its voters for approval. In September 2022, HCD found the third amended housing element to be fully compliant with the Housing Element Law.

III. The City's Residential Overlay Strategy

The City's housing element uses a "residential overlay" to satisfy the RHNA. The overlay here is superimposed over six commercial and industrial districts to accommodate 1,470 residential units. The City's overlay allows for residential use at densities up to 55 dwelling units per acre.

IV. Key Sites: South Bay Marketplace and Inglewood Avenue

As relevant to this appeal, the City's housing element identifies sites at the South Bay Marketplace and 4001 and 4051 Inglewood Avenue. These sites contain parking lots that service retail tenants at shopping centers.

The South Bay Marketplace site consists of four parcels that make up a "largely underutilized parking lot." The housing element identifies this site as able to support 486 lower-income units and allow the existing parking use to remain. The City's outside expert determined that the housing proposed for the site is physically and financially feasible. As part of its identification and evaluation of the site, the City intended to communicate with the owners of the site regarding redevelopment.

***5** The Inglewood site supports 35 very low-income units and 140 above moderate-income units. The owner of the Inglewood site confirmed in writing to the City that it would welcome high-density residential housing on the site, and that it had experience obtaining entitlements to build similar housing on other properties it owns. Vons grocery store is a tenant on the site. The lease between the property owner and Vons allows Vons, in its "sole and absolute discretion," to withhold consent to changes in the part of the parking area in the contractually defined "Zone of Control." For changes to the part of the parking area outside the Zone of Control, Vons cannot "unreasonably" withhold, delay, or condition consent.

V. Procedural History

In June 2022, before the City Council adopted the City's housing element, **New Commune** filed a petition for writ of mandate and complaint for declaratory relief. **New Commune** is a property owner in the City seeking to develop housing. After the City's housing element was adopted, **New Commune** amended its petition and complaint to add allegations about the City's housing element.

The trial court denied the petition and complaint. On February 9, 2024, the court entered judgment for the City. **New Commune** timely appealed.

DISCUSSION

As a preliminary matter, except for HCD's correspondence to the City of Yorba Linda presented by the City, which we deem to be irrelevant, we grant the requests for judicial notice from **New Commune**, the City, and amicus curiae Yes In My Back Yard. (Evid. Code, § 452, subds. (b), (d), (h).)

I. Standard of Review

Any interested party may bring an action for traditional mandamus under Code of Civil Procedure section 1085 to ensure a housing element's conformity with the Housing Element Law. (§§ 65583, subd. (h), 65587, subd. (b).)

Both trial and appellate courts review whether the housing element " 'substantially complies' " with the requirements of the Housing Element Law. Substantial compliance means " ' "actual compliance in respect to the substance essential to every reasonable objective of the statute, as distinguished from mere technical imperfections of form." ' " (*Clovis, supra*, 90 Cal.App.5th at p. 237, italics omitted.) Appellate courts independently determine whether the housing element complies with the Housing Element Law without giving any deference to the trial court. (*Fonseca v. City of Gilroy* (2007) 148 Cal.App.4th 1174, 1191.)

Where HCD has determined a housing element or amendment substantially complies with the Housing Element Law, the burden of proof shifts to the party challenging the housing element to demonstrate that the presumption of validity is incorrect. (*Clovis, supra*, 90 Cal.App.5th at p. 243; see § 65589.3, subd. (a) [presumption is rebuttable].)

II. Measure RB Moots the Charter Voter Approval Challenge

Having established the legal framework for our review, we turn first to **New Commune's** contention that the City's Sixth Cycle 2021–2029 Draft Housing Element (the City's housing element) is invalid because the City's voters did not approve it under article XXVII, section 27.4 of the Charter. The trial court agreed that the City's housing element constituted a "major change in allowable land use," but determined that the state Housing Element Law preempts the Charter's voter approval requirement.

We do not reach this issue because it is moot. After the appeal was fully briefed, the City's voters approved Measure RB. As a result, the Charter now states that article XXVII, which contains the requirement of voter approval for "major changes in allowable land use," does not apply to amendments to or updates of the housing element of the City's general plan. (Charter, art. XXVII, § 27.6(h).)

Because writs of mandate operate prospectively, we apply the law currently in effect. (See *Flores v. Department of Transportation* (2022) 76 Cal.App.5th 678, 681–683 [applying revised statute while appeal was pending to suits for injunctive and writ relief]; *Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 626 [applying current law at time of appellate court judgment in mandamus proceedings].) Based on the amended Charter, amendments or updates to the housing element do not require voter approval.

III. The City's Residential Overlay Zone Violates the Housing Element Law

***6** **New Commune** argues that the City's accommodation of RHNA through a residential overlay fails to comply with the Housing Element Law. After examining the overlay at issue and the statutory framework, we conclude that the City's residential overlay violates the Housing Element Law for two independent reasons. First, the overlay fails to satisfy section 65583.2(h)(2)'s mandatory minimum density requirement of 20 units per acre because the underlying commercial and industrial zoning permits development of identified sites within the overlay zone that does not include housing, i.e., that permits construction with zero residential units. Second, the overlay violates section 65583.2(h)(2)'s requirement that at least 50 percent of lower-income housing sites be "designated for residential use and for which nonresidential uses or mixed uses are not permitted" because it preserves underlying commercial and industrial uses and fails to satisfy the mixed-use exception. We address each reason in turn, then explain why HCD's approval cannot override these clear statutory violations.

A. Section 65583.2(h)'s Minimum Density Requirements Are Mandatory

The Fifth District's decision in *Clovis* represents the first and only published appellate analysis of section 65583.2(h)'s minimum density requirements. The *Clovis* court determined that "section 65583.2(h) clearly imposes a minimum density requirement when a jurisdiction is required to rezone sites to accommodate a shortfall for the current planning period ...." (*Clovis, supra*, 90 Cal.App.5th at p. 244.) It rejected an overlay superimposed on a residential zone that would have permitted development below 20 units per acre. (*Id.* at p. 238.)

The parties devote significant space in their briefs to discussing the merits of *Clovis*, with the City arguing that it was incorrectly decided or distinguishable. Although it relies on the mixed-use exception specifically, discussed in greater detail *post*, the City argues generally that section 65583.2(h) allows an overlay that merely permits, as opposed to requires, development of at least 20 units per acre for sites identified to fulfill the unmet need for lower income housing. We agree with *Clovis* that section 65583.2(h) is unambiguous and imposes a mandatory minimum density requirement.

Statutory interpretation begins with a review of the statute's words, which are construed using their "usual and ordinary meanings" and "in context." (*Wells v. One2One Learning Foundation* (2006) 39 Cal.4th 1164, 1190.) The statute's plain language governs when the words are unambiguous and do not reasonably permit any other construction. (*Ibid.*)

Section 65583.2, subdivision (h)(1), sets forth the requirements for a rezoning program when the inventory of available sites does not accommodate 100 percent of the identified need for lower income housing. Section 65583.2, subdivision (h)(1) provides that sites accommodating the unmet need "shall be zoned to permit owner-occupied and rental multifamily residential use by right in which at least 20 percent of the units are affordable to lower income households ...." (§ 65583.2, subd. (h)(1).) Read alone, this subdivision could support an argument that an overlay complies with the Housing Element Law if it merely *permits* development of at least 20 units per acre. But this section must be read in conjunction with section 65583.2(h)(2), which provides that "[t]hese sites shall be zoned with the minimum density and development standards" and "shall be at least 20 units per acre" in suburban jurisdictions like the City.

A housing overlay that allows development below the "minimum" density requirements is inconsistent with the plain language of section 65583.2(h)(2). "Minimum" means the least acceptable quantity possible. (See Black's Law Dict. (12th ed. 2024) [defining "minimum" as "[o]f, relating to, or constituting the smallest acceptable or possible quantity in a given case"]; Merriam-Webster, at https://www.merriam-webster.com/dictionary/minimum [defining "minimum" as "the least quantity assignable, admissible, or possible"].) Courts consistently interpret a statutory "minimum" as a floor below which something cannot go. (See *Shuts v. Covenant Holdco LLC* (2012) 208 Cal.App.4th 609, 620–621; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321, 324; *Morse v. Industrial Accident Commission* (1951) 108 Cal.App.2d 355, 356.)

***7** The City argues, though, that section 65583.2 cannot be interpreted as requiring a mandatory minimum density of 20 dwelling units per acre on all sites because subdivision (h)(2) allows 50 percent of RHNA to be accommodated on sites that permit other uses. It also argues mixed-use sites "cannot be designated only for mixed-use projects" because section 65583.2(h)(2) "mandates that projects with 100 percent residential be allowed" under the mixed-use exception.

Section 65583.2(h)(2) provides two mutually exclusive options for site designation, neither of which is severable from the mandatory minimum density requirements. Under the default requirement, "[a]t least 50 percent of the lower income housing need shall be accommodated on sites designated for residential use and for which nonresidential uses or mixed uses are not permitted." (§ 65583.2(h)(2).) Alternatively, the mixed-use exception permits jurisdictions to "accommodate all of the lower income housing need on sites designated for mixed use" if those sites "allow 100 percent residential use and require that residential use occupy 50 percent of the total floor area of a mixed-use project." (*Ibid.*)

Although the phrase "sites designated for mixed use" is not explicitly defined in the Housing Element Law, the parameters of the phrase are inherent in the language of section 65583.2(h) itself. "Mixed use" sites for purpose of the exception are those that meet the minimum density requirements in subdivisions (h)(1) ("at least 20 percent of the units are

affordable to lower income households") and (h)(2) ("sites shall be zoned with minimum density ... at least 20 units per acre") and are zoned per subdivision (h)(2) to accommodate projects that may contain both residential and nonresidential construction, provided that residential use occupies no less than 50 percent, and up to 100 percent, of total floor area. The fact that residential construction may comprise 100 percent of total floor area on a "sites designated for mixed use" does not suggest municipalities are required or encouraged to zone sites with inconsistent use designations.

"Sites designated for mixed use" are those that meet minimum requirements to qualify under this exception, and not those tied to a specific zoning regulation or use designation as might appear in a local zoning ordinance. Generally, allowable land "uses" and their geographic distribution are prescribed in local zoning ordinances that must conform to the adopted general plan in each municipality, including charter cities. (*Neighborhood Action Group v. County of Calaveras* (1984) 156 Cal.App.3d 1176, 1183; § 65860.) Nothing in the statute suggests the Legislature intended the Housing Element Law to require or permit a municipality to effect land use changes potentially in conflict with local zoning ordinances without engaging in the processes such rezoning typically requires. We therefore disagree with the City's argument that subdivision (h)(2) requires or encourages multiple inconsistent "uses" in a single zone.[5]

***8** To the extent that the language of section 65583.2(h)(2) is ambiguous, we interpret the statute with an eye toward effectuating its purpose and may look to legislative history and public policy. (*Prang v. Los Angeles County Assessment Appeals Bd.* (2024) 15 Cal.5th 1152, 1170.) The stated purpose of the Housing Element Law and related legislative history also suggest that the minimum density standards are a mandatory minimum floor for site identification.

In enacting the Housing Element Law, the Legislature prioritized the expansion of housing opportunities and the attainment of housing for Californians of all economic levels. (§ 65580, subds. (a), (b).) It found that providing affordable housing "requires the cooperation of all levels of government." (*Id.*, subd. (c).) It also determined that local and state governments have a duty to "facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the **community**." (*Id.*, subd. (d).)

To further these goals, the Legislature enacted the Housing Element Law expressly to assure that local governments "will prepare and implement housing elements which ... will move toward attainment of the state housing goal." (§ 65581, subd. (b).) The Housing Element Law "shall be construed consistent with, and in promotion of, the statewide goal of a sufficient supply of decent housing to meet the needs of all Californians." (§ 65589, subd. (d).)

Before 2017, the Housing Element Law allowed cities to adopt housing elements without considering the realistic development potential of identified sites. At that time, section 65583.2, subdivision (c), required local governments to determine whether the sites identified in the housing element could accommodate some portion of their RHNA. Section 65583.2, subdivision (c), did not address whether development would realistically occur. Local governments were able to "circumvent" their obligation to accommodate affordable housing by "relying on sites that aren't truly available or feasible for residential development, especially multifamily development." (Assem. Com. on Housing and **Community** Development, Analysis of Assem. Bill No. 1397 (2017–2018 Reg. Sess.) Apr. 17, 2017.)

This prompted the Legislature to enact Assembly Bill No. 1397 (AB 1397) in 2017. This legislation amended section 65583.2, subdivision (c), to require local governments to "determine whether each site in the inventory can accommodate *the development of* some portion of its share of the regional housing need by income level during the planning period ...." (Stats. 2017, ch. 375, § 4, p. 91, italics added [adding "the development of" to § 65583.2, subd. (c)].) Since the enactment of AB 1397, housing element inventories must state the number of units that can "realistically be accommodated" at each site and whether the site "is adequate to accommodate lower-income housing, moderate-income housing, or above moderate-income housing." (Stats. 2017, ch. 375, § 4, p. 91; compare § 65583.2, subd. (c).)

AB 1397 codified the goal of the Housing Element Law, which was not merely to require identification of sites that could theoretically accommodate housing need, but to encourage development to meet housing needs. (See Elmendorf et al., *Making It Work: Legal Foundations for Administrative Reform of California's Housing Framework* (2020) 47 Ecology L.Q. 973, 992, 1030, fn. 308.)

***9** Overlays that allow for development below the prescribed density conflict with the Housing Element Law as modified by AB 1397. AB 1397 was not the only legislative change designed to clarify the Legislature's intent that housing laws expand realistic development opportunities or affordable lower income housing. Assembly Bill No. 1690 (AB 1690), enacted in 2014, also attempted to address this problem relative to the mixed-use exception.

The purpose of AB 1690 was to allow local jurisdictions to identify mixed-use sites to meet RHNA allocations for lower income housing when existing sites were inadequate. (Assem. Floor Analysis, 3d reading analysis of Assem. Bill No. 1690 (2013–2014 Reg. Sess.) May 14, 2014.) An early draft of the legislation provided, "At least 50% of the very low- and low-income housing need shall be accommodated on sites designated for residential use or mixed-uses." (Assem. Bill No. 1690 (2013–2014 Reg. Sess.) as introduced Feb. 13, 2014.)

Subsequent analysis of the bill identified a concern that "mixed-use zones ... do not necessarily require mixed uses or the inclusion of housing on the site," which could result in "commercial development occupying all or large portions of sites needed for affordable housing." (Sen. Transportation and Housing Com., Analysis of Assem. Bill No. 1690 (2013–2014 Reg. Sess.) June 24, 2014.) One suggestion to address this concern was to "consider amending the bill to allow a city or county to accommodate all of its very low- and low-income housing need on sites designated for mixed uses only if those sites allow 100% residential use and require at least 50% residential floor area." (*Ibid.*, bold omitted.) The Senate amended the bill as suggested.

Subsequent analysis in the Assembly also noted that lack of a requirement for sites in mixed-use zones to include housing "could result in commercial development occupying all or large portions of sites needed for affordable housing." (Assem. Floor Analysis, Concurrence in Senate Amendments (2013–2014 Reg. Sess.) Aug. 21, 2014.) Further, the Floor Analysis of the Senate's alterations to the bill stated: "As the rezoning program only applies if a local government fails to identify adequate sites to accommodate its RHNA share, it is especially important to encourage the actual development of affordable housing in these localities. With this in mind, the Senate amendments narrow the bill's original mixed-use zoning provision by only permitting mixed-use sites that allow 100% residential use and require at least 50% residential floor area." (*Ibid.*)

This history evidences the Legislature's intent to prevent local jurisdictions from including in their housing element sites that have little to no probability of being used to meet identified housing needs. Subdivision (h)(2) must be construed in this context to the extent it is ambiguous. (§ 65589, subd. (d).) This undercuts the City's argument that there is no requirement to compel residential use on mixed-use project sites.

B. The City's Overlay Does Not Comply With Section 65583.2(h)

As explained above, section 65583.2(h)(2) provides two mutually exclusive options for site designation, the default option and mixed-use option, neither of which is severable from the mandatory minimum density requirements. The City's overlay does not comply with any of these requirements.

1. The overlay allows development with zero residential units

The housing element at issue accommodates 1,223 lower-income residential units through a residential overlay applied to sites zoned for commercial and industrial use. The overlay allows for a density of 55 dwelling units per acre. The overlay does not eliminate the commercial and industrial base zoning on the identified sites. The City's housing element provides: "The residential overlay will allow either the underlying use, the residential use at a gross calculation of density, or both as a mixed use site." The question presented here is whether the existing base zoning renders the overlay unlawful under section 65583.2.

***10** **New Commune** argues that the overlay subverts the purpose of the Housing Element Law by allowing the housing element to identify sites that accommodate RHNA but that, in actuality, may be developed without any residential component. For this reason, **New**

Commune argues that the housing element fails to satisfy the applicable density requirement under section 65583.2, subdivision (c)(3)(B)(iii) ["at least 20 units per acre"].

We agree with **New Commune**. *Clovis* held that overlays are unlawful when they allow development below the statutory minimum density. The City argues that *Clovis* was incorrectly decided or distinguishable because, unlike the overlay here, the overlay in *Clovis* was superimposed over residential base zoning. The City also emphasizes that the overlay here "is applied to existing older industrial and commercial uses that are ripe for redevelopment." These distinctions are insignificant. The *Clovis* court found that "section 65583.2(h) clearly imposes a minimum density requirement when a jurisdiction is required to rezone sites to accommodate a shortfall for the current planning period ...." (*Clovis, supra*, 90 Cal.App.5th at p. 244.) This is consistent with our interpretation of section 65583.2(h).

The City's overlay is inconsistent with the mandatory minimum density requirements because it allows development on identified sites without requiring any residential construction, i.e., it allows for construction with zero residential units.

2. The overlay does not comply with the default requirements or mixed-use exception in section 65583.2(h)(2)

In addition to the minimum density standard at issue in *Clovis*, section 65583.2(h)(2) separately requires that at least 50 percent of lower income housing sites be "designated for residential use and for which nonresidential uses or mixed uses are not permitted." The exception to this requirement is that a city may accommodate all its lower income housing need on mixed-use sites.

The City's overlay fails because it cannot satisfy any of these requirements.

Section 65583.2(h)(2) establishes that "At least 50 percent of the lower income housing need shall be accommodated on sites designated for residential use and for which nonresidential uses or mixed uses are *not permitted* ...." (Italics added.) The phrase "not permitted" constitutes an absolute prohibition. "Not permitted" means forbidden, prohibited, or eliminated entirely. (See Black's Law Dict. (12th ed. 2024) [defining "not permitted" as "forbidden by law or regulation"].)

The City's overlay preserves underlying commercial and industrial zoning that expressly permits nonresidential uses including retail, office, manufacturing, and warehousing. Because the statute requires that certain uses be proscribed, i.e., "not permitted," an overlay that preserves those uses does not comply with subdivision (h)(2). The City cannot simultaneously permit and prohibit a particular use on a single site. Because the City's overlay maintains commercial and industrial zoning rights that section 65583.2(h)(2) requires be eliminated, the overlay fails as a matter of law.

Likewise, the City's overlay cannot qualify for the mixed-use exception. By preserving the underlying commercial and industrial zoning, thereby allowing future development without any residential component, the overlay fails to meet the requirement that residential use occupy no less than 50 percent, and up to 100 percent, of total floor area of projects on the designated sites.

***11** These are independent bases for invalidating the City's housing element, separate from the minimum density violations discussed above.

3. Statutory violations cannot be cured by HCD approval

The City contends that we should defer to HCD, the agency that enforces the Housing Element Law. According to the City, HCD's guidance concerning overlay zoning further supports the presumption of validity arising from HCD's approval of the City's housing element pursuant to section 65589.3. HCD's "Housing Element Site Inventory Guidebook" refers explicitly to the use of overlays to support lower income housing.

Courts "accord significant weight and respect to the long-standing construction of a law by the agency charged with its enforcement." (*In re Dannenberg* (2005) 34 Cal.4th 1061, 1082, overruled on other grounds in *In re Lawrence* (2008) 44 Cal.4th 1181, 1191.) But courts "remain the final arbiters of statutory meaning." (*Center for Biological Diversity, Inc. v. Public Utilities Com.* (2025) 18 Cal.5th 293, 303.) While HCD has specific statutory authority under section 65583, subdivision (a), to develop definitions, standards, and forms for housing elements, this authority does not extend to rewriting statutory requirements.

Even when an agency has enhanced statutory authority, courts independently interpret clear legislative mandates rather than defer to agency interpretations that conflict with plain statutory language. (*Riddick v. City of Malibu* (2024) 99 Cal.App.5th 956, 968.)

As we have discussed at length above, there is nothing ambiguous about the word "minimum" in section 65583.2(h)(2). It is not clear that HCD's guidelines conflict with this reading merely because they provide that overlay zones may be used to "ensure maximum allowable densities can be achieved." For example, HCD's guidance also provides that development standards, such as height limits and required commercial use on ground floors in mixed-use projects, must still "allow for the density allowed under the overlay." But to the extent that HCD's guidance conflicts with the minimum density requirements articulated in the statute, it is not entitled to deference.

Section 65583.2(h)(2) also clearly declares that nonresidential uses are "not permitted," except to the extent the mixed-use exception applies. The overlay here permits nonresidential uses on sites designated to accommodate more than 50 percent of the unmet lower income housing need, without also meeting the mixed-use exception requirements, in contravention of section 65583.2(h)(2). To the extent HCD's guidelines support this type of overlay, they are contrary to law and not entitled to deference. HCD's approval of the housing element here does not cure the myriad defects we have identified.

That is, although there is a rebuttable presumption here that the City's housing element is valid (§ 65589.3), **New Commune** has met its burden to show that the element is unlawful.

We recognize the City expended significant time and energy preparing the housing element and responding to HCD findings. We also recognize the potential practical problems inherent in rezoning. But the Legislature has established minimum density requirements and cabined the discretion of local jurisdictions to prevent them from overriding those requirements. We decline the invitation to reconsider the wisdom or practicality of this approach.

***12** For these reasons, we find that the City's housing element does not substantially comply with the Housing Element Law. **New Commune** is entitled to a writ of mandate directing the City to develop a housing element that complies with section 65583.2(h)(2).

IV. Identified Nonvacant Sites

Having determined that the overlay zone fails to comply with statutory requirements, we turn to **New Commune's** challenge to individual identified sites. At least one of the identified nonvacant sites was not properly identified as a developable site.

A. Legal Standard for Nonvacant Sites

Housing elements must contain an "inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level ...." (§ 65583, subd. (a)(3).) HCD's guidelines define "vacant site" as "a site without any houses, offices, buildings, or other significant improvements on it." Development of the land or the addition of permanent structures on the property constitute improvements.

In identifying sites, cities must consider "the extent to which existing uses may constitute an impediment to additional residential development" and "any existing leases or other contracts that would perpetuate the existing use or prevent redevelopment of the site for additional residential development." (§ 65583.2, subd. (g)(1).) When a city uses nonvacant sites to satisfy more than 50 percent of the lower income housing need, cities must "demonstrate that the existing use ... does not constitute an impediment to additional residential development during the period covered by the housing element." (*Id.*, subd. (g)(2).) An existing use is presumed to impede additional residential development, "absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." (*Ibid.*) Substantial evidence is reasonable, relevant, and credible evidence of solid value which "a reasonable mind might accept as adequate to support a conclusion." (*California Youth Authority v. State Personnel Bd.* (2002) 104 Cal.App.4th 575, 584–585.)

It is undisputed that the City claims to accommodate more than 50 percent of the lower income housing need using nonvacant sites. The City has an RHNA obligation of 936 very low-income units and 508 low-income units for a total of 1,444 lower income housing units.

The City has approved 50 units at vacant sites and projects the construction of 144 accessory dwelling units for a total of 194 vacant sites. The City seeks to accommodate the remaining allocation—more than half of the lower income housing need— using nonvacant sites. **New Commune** specifically challenges the identified sites at South Bay Marketplace and 4001/4051 Inglewood Avenue.[6]

B. Identification of South Bay Marketplace Is Supported By Substantial Evidence

***13** According to the City's housing element, the overlay at South Bay Marketplace consists of four parcels of land comprising a parking lot. The parking lot currently serves retail tenants at the marketplace. The City contends that the site can accommodate a total of 486 lower income housing units.

New Commune faults the City for not having confirmed with the property owners that the site is free from any lease requirements and that the property owners would agree to the development of housing on their properties. In support of these assertions, **New Commune** refers to the City housing element's statement that the City "will engage" with its economic development agency to "facilitate direct and targeted communications with property owners" concerning redevelopment.

The City's housing element states that the site is a "largely underutilized parking lot" for the South Bay Marketplace which "does not support other off-site uses." The City's housing element also states that residential development on the site would not require displacement of existing uses because the parcels composing the site are separate from parcels with existing structures.

Further, the City retained an expert who assessed the feasibility of developing 486 units of very low-income housing on the site. The expert determined that even incorporating existing parking requirements into the construction, the development is physically feasible. The expert also determined that the proposed development is financially feasible with common sources of funding for affordable housing projects, including tax credits, grants, and loans. While the City has not confirmed the property owners' willingness to allow development on the site, the expert reviewed affordable housing projects in nearby cities and opined that such projects "routinely support land values per acre" which are "sufficient to induce development" of the proposed housing.

Based on the current underutilization of the site, as well as the physical and financial feasibility found by the expert, the City presents substantial evidence that the existing parking on the site will be discontinued and not impede the development of lower income housing. Because HCD determined the City's housing element was valid, there is a presumption of validity that **New Commune** bears the burden to rebut. (See *West Washington Properties, LLC v. Department of Transportation* (2012) 210 Cal.App.4th 1136, 1144; *Clovis, supra*, 90 Cal.App.5th at p. 243.) **New Commune** has not demonstrated that development of lower income housing on the site is physically or financially infeasible. Accordingly, we cannot find that the City's identification of the South Bay Marketplace site to accommodate lower income housing was invalid.

C. Identification of Inglewood Avenue Sites Is Not Supported By Substantial Evidence

The City's housing element also includes 4001 and 4051 Inglewood Avenue, which are currently leased by, among other retail establishments, a Vons grocery store. The City claims that the sites have the potential to accommodate 35 very low-income units and 140 above moderate-income units. In support of this claim, the City refers to a letter from the property owner indicating that it would welcome development of high-density residential housing on the site. The property owner also provided examples of other properties where it has incorporated residential housing into commercial property.

***14** **New Commune**, however, demonstrates that limitations on the site impede the development of housing. According to the lease between the property owner and Vons, the "Common Area" includes the parking areas within the "Zone of Control." The lease restricts the landlord from changing the Common Area without Vons's written consent; Vons has "sole and absolute discretion" to withhold consent. In other words, Vons has the absolute right to veto the development of housing on the site.

The City contends that another portion of the lease provides that Vons cannot "unreasonably" withhold, delay, or condition its consent. While true, the provision pertains to

the Common Area outside the Zone of Control. The plan of the site indicates that at least half of the parking area is in the Zone of Control.

The City otherwise presents no evidence that Vons would consent to the development of housing in the Zone of Control, or that the land outside the Zone of Control could accommodate the number of units claimed by the City in its housing element. The City has not presented substantial evidence that Vons will discontinue its existing use on the Inglewood Avenue site or that this use will not impede the development of housing. This failure also supports reversal on appeal.

V. Issues Not Addressed On Appeal

Having determined that the housing element must be revised to address the violations identified above, we do not reach the issue of whether the City could lawfully adopt its housing element before HCD determined the draft plan substantially complied with the Housing Element Law. We also note that after judgment was entered in the trial court, the Legislature enacted Assembly Bill No. 1886, which added section 65585.03 to the Government Code. This statute dictates when a housing element, or amendment to a housing element, is in substantial compliance with the Housing Element Law. These procedural issues are preserved for consideration below should they be relevant to further review of any amended or revised housing element.

We also do not reach amicus curiae's argument that the City's housing element does not affirmatively further fair housing, as required by sections 65583, subdivision (c)(1) and 8899.50, subdivision (a)(1). Because this issue was first raised by amicus curiae and not raised by **New Commune**, we decline to address it. (*California Building Industry Assn. v. State Water Resources Control Bd.* (2018) 4 Cal.5th 1032, 1048, fn. 12.)

DISPOSITION

The judgment is reversed. On remand, the trial court is directed to vacate its order denying **New Commune's** petition and to issue in its place a writ of mandate compelling the City to revise its Sixth Cycle 2021–2029 Draft Housing Element consistent with this opinion. **New Commune** is entitled to recover its costs on appeal.

We concur:

EGERTON, Acting P. J.

ADAMS, J.

All Citations

--- Cal.Rptr.3d ----, 2025 WL 2886322

Footnotes

* Judge of the Riverside County Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

1 All statutory references are to the Government Code, unless otherwise specified.

2 The Housing Element Law is codified as Government Code sections 65580 to 65589.11 and found in article 10.6 of chapter 3 of division 1 of title 7 of the Government Code.

3 For ease of reference, we refer below to petitioners, collectively, as **New Commune**, and to respondents, collectively, as the City.

4 After the City adopted the housing element at issue in this appeal, section 65583.2 was amended to break subdivision (h) into two paragraphs. As relevant here, the statutory requirements were not substantively changed. (Compare Stats. 2021, ch. 358, § 2.5, eff. Jan. 1, 2022 with Stats. 2024, ch. 282, § 6.5, eff. Jan. 1, 2025.) For clarity, further citations are to the version of section 65583.2(h) effective January 1, 2025.

5 Given the uniformity requirements in the Planning and Zoning Law, it would be difficult to read section 65583.2(h)(2) as encouraging multiple inconsistent uses, as a matter of right, in a single zone. Although not applicable to charter cities absent local adoption of a uniform use requirement (§ 65803), section 65852 generally precludes the type of inconsistent land uses in a single zone that the City is proposing to create with its overlay. Section 65852, however, is inapplicable to the City, and the parties have not addressed whether the City's Municipal Code or any zoning ordinance permits inconsistent uses. For that reason, and because we find the overlay at issue inconsistent with the Housing Element Law, we do not reach the issue of whether the overlay is inconsistent with any local law governing inconsistent uses, or, whether as a general matter, the form of overlay used here runs afoul of section 65852.

6 Petitioners do not specifically address other sites, instead contending that "numerous" other sites suffer from "similar issues." The appellant bears the burden of demonstrating the error in the trial court judgment. (*Hernandez v. California Hospital Medical Center* (2000) 78 Cal.App.4th 498, 502.) Because petitioners do not present any argument or citation to the record concerning other nonvacant sites, they have waived any challenge to those sites. (*Employers Mutual Casualty Co. v. Philadelphia Indemnity Ins. Co.* (2008) 169 Cal.App.4th 340, 351–352.)

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MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: DECEMBER 2, 2025

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

FROM: **COUNCIL MEMBER FLORES**

SUBJECT

Community Support Fund – Council Member Flores.

RECOMMENDATION

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

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2032
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Flores recommends that the City Council approve the following contributions:

- Chino Police Officers Foundation - $500: Dedicated to offer support to families and youth in the community.
- Chino Valley Fire Foundation - $500: Helps people during difficult times while promoting a range of fire and life safety messages to the community.
- Soroptimist International of the Chino Valley – $500: Seeks to empower women and girls by providing a number of educational opportunities, programs, and resources.

By approving this contribution, Chino Police Officers Foundation, Chino Valley Fire Foundation, and Soroptimist International of the Chino Valley, will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Flores, staff recommend that the City Council approve these community support contributions.